

LUMBER SUPPLY CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between **BRIAN G. TABOCGLAO**, of legal age, Filipino, Married and a resident of Brgy. Quintos, Tandag City, Surigao del Sur, Philippines, hereinafter known and referred to as the **SUPPLIER**.

and

RHEM'S WOOD WORKS, a sole proprietorship with Business Permit No. 2025-09671 issued by the City Mayor, Engr. Ronnie Vicente C. Lagnada, on February 4, 2025, at the City of Butuan, Agusan del Norte by virtue of the laws of the Republic of the Philippines, represented by the owner **EMMANUEL SENO BAGAPIO**, with postal address at Purok 15, Baan Km. 3, Butuan City, Philippines, herein referred to as the **BUYER**.

-WITNESSETH-

WHEREAS, the **SUPPLIER** is a private tree planter duly registered by the DENR with PTPR No. **SDS-24-0529-3059** located in Brgy. Libas Gua, San Miguel, Surigao del Sur, issued by the Department of Environment and Natural Resources (DENR) on May 29, 2024 and has the capacity to supply as indicated below, to wit:

Inventoried Volume (cu.m.)		Previous Commitments	Available Balance (cu. m.)
Falcata	3,632.917	35.58	3,597.337
Gmelina	376.811	24.97	351.841
Mahogany	320.040	35.58	284.46
Mangium	303.062	82.76	220.302
TOTAL	4,632.830	178.89	4,453.94

WHEREAS, the **BUYER** will be engaging in the operation of Lumber Dealing and has not violated pertinent DENR laws, rules, and regulations.

WHEREAS, the **SUPPLIER** is willing to sell and supply chainsaw-cut lumbers with total volume of **31,800 board feet: 7,950.00 board feet of Falcata; 7,950.00 board feet of Gmelina; 7,950.00 board feet of Mahogany; 7,950.00 board feet of Mangium**; as may be required or necessary for the latter's Lumber Dealer business and the **BUYER**, is willing to purchase from the supplier such available volume.

NOW, THEREFORE, for and in consideration of the premises mentioned hereinabove, the parties here agree to enter into this **LUMBER SUPPLY CONTRACT** where the supplier shall sell and deliver to the **BUYER** chainsaw-cut lumbers from its approved PTPR under the following terms and conditions.

- That the deliveries of chainsaw-cut lumber under this contract shall be covered by the necessary supporting documents from the DENR and other Government agencies certifying as to the legality of the source;
- That the quality of chainsaw-cut lumber to be supplied shall be scaled by the **SUPPLIER** at the area for the determination of final grading as basis for the pricing and same shall be graded and rescaled by the **BUYER** upon delivery;
- The **SUPPLIER** shall not be held liable and/or responsible for any omission and/or delay in the performance of its obligation under this contract caused by or arising from FORCE MAJEURE or ACTS OF GOD and other fortuitous events.



Note: The actual supply and delivery is only allowed if both parties have valid permits from DENR.

THAT both parties further agreed that:

RXIII-2025-086

1. The approving officer shall be free from any liability, criminal and/or otherwise in the event of breach of contract between the two (2) contracting parties;
 2. The DENR shall not be made a party of any breach arising from non-performance of the obligations stipulated in the contract by any of the contracting parties.
 3. Any proven violations against pertinent DENR laws, rules and regulations committed by either of the contracting parties shall be sufficient cause for the cancellation of this contract.
 4. This agreement shall be subject to other pertinent DENR laws, rules and regulations governing that matter.
 5. The validity of this agreement shall be effective immediately upon its approval by the DENR and automatically deemed earlier terminated when the volume contracted are exhausted, whichever comes first. It is being understood that either party may withdraw from it and declare it cancelled and of no effect within thirty (30) days written notice on the other party and that the DENR Region 13 shall also be notified.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this JUL 15 2025
day of _____, 2025 at _____, Mindanao, Philippines.

BRIAN G. TABOCLAO
PTPR Holder / Supplier

EMMANUEL SENO BAGAPIO
Proprietor – RHEM'S WOOD WORKS / Buyer

Witnesses:

JOSEPH E. LANGANLANGAN
CENRO Officer

ADELFO R. LUENGAS, JR.
OIC PENR Officer

Republic of the Philippines)
Province of _____ : S.S.
Municipality/City of)

~~MARITES B. M. OCAMPO
OIC, REGIONAL EXECUTIVE DIRECTOR~~

BEFORE ME, at the _____, Philippines this JUL 15 2025 day of
_____, 2025 personally appeared _____ with Community Tax
Certificate No. _____ issued on _____ at _____
and _____ with Community Tax
Certificate No. _____ issued on _____ at _____
both known to me that the same is their free and voluntary deed.

This instrument consists of _____ pages including this page wherein acknowledgment is written and has been signed by the parties and their instruments witness □

WITNESS MY HAND AND SEAL at the place and date first above written.

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Book No. 182
Series of 2025

ATTY. ANDREI APREZA ANDRESAN
NOTARY PUBLIC
Until December 31, 2025
Cortes, Tandag City, Tago, San Miguel
Bayabas, Cagwait, all of Surigao del Sur
TBP No. 4880264123 **Surigao del Sur**
Lic. No. 180-180714-2326, Surigao del Sur
Roll of Attorneys No. 41803
CLE Compliance No. VII-020120-July 27, 2019
Serial No. SD-56-2024