

LUMBER SUPPLY CONTRACT

KNOW ALL MEN BY THESE PRESENT:

RELEASE	
RECORDS UNIT	
DATE:	MAY 02 2024
BY:	GANDE G. BAGOT Administrative Officer III
DOC. NO.	MM-49157441-122

This contract is made and entered into by and between **CEASAR JOMER ONG OH** of legal age, married, Filipino and resident of **Barangay Doña Rosario, Tubay, Agusan del Norte**, owner of land covered by TD No. **22-10-0005-00504** located at **Barangay Doña Rosario, Tubay, Agusan del Norte**, hereinafter referred to as the **PARTY OF THE FIRST**.

-and-

MJ MINI COCO LUMBER TRADING, an entity duly existing under the laws of the Philippines with principal business of operation located **Purok-5, Barangay Buhang, Magallanes, Agusan del Norte**, represented by **JOAN S. BIGCAS, Proprietor** likewise of legal age, married, Filipino, hereinafter known and referred to as the **PARTY OF THE SECOND**.

WITNESSETH

THAT, the PARTY OF THE FIRST is a holder of **PRIVATE TREE PLANTATION REGISTRATION (PTPR) No. R13-ADN-TUB-2024-005** duly issued by the DENR with a remaining volume of **117.24** cubic meters of Falcata species, **184.11** cubic meters of Gmelina species, **77.30** cubic meters of Mahogany species, and **11.49** cubic meters of Mangga species with a combined remaining volume of **390.14** cubic meters and has not committed any violation against pertinent DENR laws, rules and regulations and has the capacity to supply Chainsawn Lumber.

THAT, the PARTY OF THE SECOND is an applicant for **Lumber Dealer (LD) Permit** with business address located at **Barangay Buhang, Magallanes, Agusan del Norte** and has not violated pertinent DENR laws, rules and regulations.

THAT, the PARTY OF THE FIRST is willing to sell and/or supply **60.0 cubic meters/ 15,000.0 board feet** of Falcata, Gmelina, Mahogany and Mangga Chainsawn Lumber to the PARTY OF THE SECOND.

THAT, the PARTY OF THE SECOND is willing to buy from the PARTY OF THE FIRST such available plantation logs as may be required or necessary for its business.

THAT both PARTIES, agreed to the following terms as to pricing and mode of payment of the delivery logs to wit:

Market Price	:	Prevailing Market Price
Mode of Payment	:	Cash on Deliver

THAT it is hereby understood and agreed by both parties that 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 cause by or arising from **FORCE MAJEURE** or **ACTS OF GOD** and other fortuitous events.

THAT both parties further agreed that:

1. The DENR shall not be made a party to any breach arising from on-performance of the obligation stipulated in the contract by any of the contracting parties.
2. Any founded violation against pertinent DENR laws, rules and regulations committed by either of the contracting parties shall be sufficient cause for the cancellation of this contract.
3. This agreement shall be subject to other pertinent DENR laws, rules and regulations governing that matter.

Note: The species allowed in this contract are only planted Falcata, Gmelina, Mahogany, and Mangga.

4. This agreement is valid for one (1) year upon its approval by the DENR and automatically deemed earlier terminated when the volume contracted to be supplied and purchased shall be exhausted, whichever comes first.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this 27th day of March 2024 at Cenro Tubay, Dona Rosario Tubay, Agusan del Norte, Philippines.

**MJ MINI COCO LUMBER TRADING
(PARTY OF THE SECOND)**

By:

CEASAR JOMER ONG OH
Owner/Representative

By:

JOAN S. BIGCAS
Proprietor

Recommending Approval

HERNAN P. RAMIREZ
OIC, CENR Officer

Approved by:

JOSEPH LEO F. OCONER, RPF
OIC, PENR Officer

Approved by:

NONITO M. TAMAYO, CESO III
Regional Executive Director



WITNESS

JOAN S. BIGCAS

Janet R. Ochoa

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Agusan del Norte) S.S.
City of _____)

BUYUAN CITY

BEFORE ME, a Notary Public for and in _____, Philippines this
day of **19 APR 2024**, 2024 personally appeared Mr. Joan S. Bigcas, with
Community Tax Certificated No. **242463974**, issued at Brgy. Buhang, Magallanes, Agusan del
Norte on **January 8, 2024**, and Mr. Ceasar Jomer Ong Oh, with Community Tax Certificate
No. **21743249**, issued at Municipality of Tubay, Agusan del Norte on **March 21, 2024**, both
known to me that same is their free and voluntary deed.

This instrument consist of two (2) pages including this page wherein acknowledgement is
written and has been signed by the parties and their instrument witness.

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

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Book No. **3**
Series of 2024

ATTY. RACHEL RUTH B. MONTILLA
NOTARY PUBLIC FOR BUYUAN CITY
NOTARIAL COMMISSION NO. 45-07
VALID UNTIL DECEMBER 31, 2024
ROLL OF ATTORNEYS NO. 66314

IBP NO. 31770105-08 2023 | AGUSAN DEL NORTE
PTR NO. 21255101 06-09-2023 | BUYUAN CITY
WCF COMPLIANCE: NEWLY ADMITTED 105-06-2024
#19 CAPITOL SITE - BUYUAN CITY

of breach of contract between the two (2) contracting parties