

LUMBER SUPPLY CONTRACT

DENR CARAGA REGION

RELEASED


RECORDS UNIT


DATE: SEP 24 2025

BY: GANDE G. BAGOT

Administrative officer III

DOC. NO. 979524-176





KNOW ALL MEN BY THESE PRESENTS

This contract is made and entered into by and between CBFM-PO Sta. Teresa Ancestral Domain Farmers Producer Cooperative (STADFAPCO) represented by Mr. Alberto S. Badao a.k.a. "Datu Makasapnay", Filipino citizen, of legal age, married and a resident of Brgy. Sta. Teresa, Loreto, Agusan del Sur in his capacity as the PO Chairman, hereinafter referred to as the SUPPLIER.

-and-

Sta. Teresa Ancestral Domain Farmers Producer Cooperative (STADFAPCO), a firm duly organized and existing by virtue of the laws of the Republic of the Philippines represented by Ms. Arcelita B. Dinampo, with postal address at Purok 3 Brgy. Sta. Teresa, Loreto, Agusan del Sur, Philippines, in his capacity as the manager and by virtue of PO Resolution No. 005, herein referred to as the BUYER.

WITNESSETH

WHEREAS, the SUPPLIER is a holder of Community Based Forest Management Agreement CBFMA No. 2020-ADS-003 with an area of 2,000 hectares located in Brgy. Sta. Teresa, Loreto, Agusan del Sur. The PO has available/allowable volume of 5,097 cubic meters of falcata and gmelina tress for 2025 years under the affirmed Community Resource Management Framework and approved Five-Year Work Plan (FYWP), and has not committed any violation against pertinent DENR laws, rules and regulations and has the capacity to supply as indicated below:

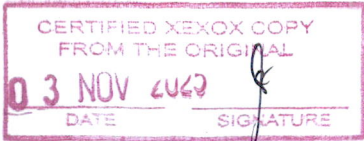
Allowable Volume (cu.m.)		Previous Commitments (cu.m.)	Available Balance
Falcata	4,097	-	4,097
Gmelina	1,000	-	1,000
TOTAL			5,097 cu.m./ 1,296,676.80 bd.ft.

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 lumber with total volume of 5,097 cu.m./1,296,676.80 bd.ft. of Falcata and Gmelina; 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 lumber from its approved CRMF and Five-Year Work Plan (FYWP) under the following terms and conditions.

1. That the deliveries of logs/flitches/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;
2. That the quality of logs/flitches/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;




3. 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.

THAT both parties further agreed that:

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 2 years 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.

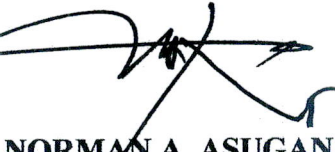
IN WITNESS WHEREOF, the parties have hereunto affixed there signatures
this day of 08 AUG 2025, 2025 at STA. JOSEFA, ADS,
Mindanao, Philippines.


ALBERTO S. BADAO
Chairman, CBFMA-STADFAPCO
SUPPLIER


ARCELITA B. DINAMPO
STADFAPCO Manager
BUYER

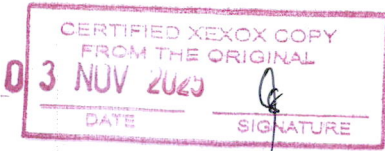
Witnesses:


RACELYN A. ARGOSINO, CPA
CENRO Officer


NORMAN A. ASUGAN
PENR Officer

Approved by:

MARITES M. OCAMPO
OIC, Regional Executive Director



Note: The actual supply/delivery under this contract shall only be allowed if both parties have valid permits/authorities issued by the DENR and in accordance with the affirmed CRMF and approved FYWP. Further, the volume of lumbers allowed under this contract is only 5,097.0 cu.m. or an equivalent of 1,080,564.0 bd.ft. in lumber form, with a maximum thickness of five (5) inches.

Republic of the Philippines)
Province of Agusan del Sur)
Municipality of Sta. Josefa)

BEFORE ME, at the STA. JOSEFA, ADS Philippines this 08 AUG 2025 day of 2025 personally appeared Mr. Alberto S. Badao with Community Tax Certificate No. 13169257 issued on 10/27/25 at Loeto ADS and Ms. Arcelita B. Dinampo with Community Tax Certificate No. 06481424 issued on 3-14-2025 at Davao City both known to me that the same is their free and voluntary deed.

This instrument consists of 3 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.

Doc No. 427
Page No. Sp
Book No. 61
Series of 2025



ATTY. HILARION P. CLAPIS, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2026
ROLL OF ATTORNEY NO. 2846
PTR NO. 0864964 / 01-09-2024
IBP NO. 449775 / 01-09-2024
TIN: 108-404-685
MCLE COMPL. NO. VI-0032686 / 11-28-2024
MCLE COMPL. NO. VII-CERTIFICATE DUE FOR ISSUANCE
Thru: WEBINAR IBP QUEZON CITY

[Handwritten signature]

CERTIFIED XEROX COPY
FROM THE ORIGINAL
03 NOV 2025
DATE SIGNATURE