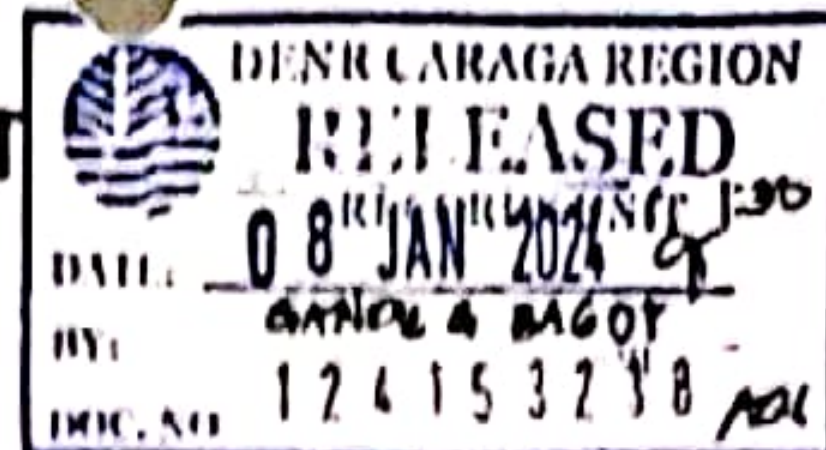


LUMBER SUPPLY CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between **DOMINGO TOLIBAS / ELISA A. LUAREZ** of legal age, married, Filipino and resident of San Salvador, Prosperidad, Agusan del Sur, owner of parcel of land covered by OCT/TCT No. P-4111 located at San Salvador, Prosperidad, Agusan del Sur hereinafter referred to as the **PARTY OF THE FIRST**.

-and-

BENAMBAN STICK AND LUMBER RETAILING, formerly JULIUS STICK AND LUMBER TRADING an entity duly existing under the laws of the Philippines with principal business of operation located at Barangay Sta. Irene, Prosperidad, Agusan del Sur, represented by same proprietor/owner MR. JULIUS P. BENAMBAN, Proprietor likewise of legal age, married, Filipino, hereinafter referred to as the **PARTY OF THE SECOND**.

WITNESSETH

WHEREAS, the SUPPLIER is a holder of Private Tree Plantation Registration (PTPR) No. R13-ADS-03-09-02-343-2022, duly issued by the DENR dated September 12, 2022 with a volume of **743.80 cu. m. of Gmelina Tree species** with an area of **9.3430** hectares located at Brgy. San Salvador, Prosperidad, Agusan del Sur and that a PTPR holder has not been committed any violation against pertinent DENR laws, rules and regulations.

WHEREAS, the SUPPLIER is willing to supply to the BUYER **12,720.0** board feet of **Gmelina Chainsawn lumber/flitches** 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/lumber as maybe required or necessary for its business.

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

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

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 non-performance of the obligations stipulated in this contract by any of the contracting parties.
2. Any founded 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;
3. The agreement shall be subject to other pertinent DENR laws, rules and regulations governing the matter;

4. This agreement is valid for five (5) years or upon completion of the delivery of a specified volume effective immediately upon its approval by the DENR and automatically deemed earlier terminated when the volume herein contracted to be supplied and purchased shall be exhausted, whichever comes first.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____ 2023 at Bayugan City, Agusan del Sur.

DOMINGO TOLIBAS

By:

ELISA A. LUAREZ
Owner

BENAMIAN STICK AND LUMBER RETAILING
former JULIUS STICK AND LUMBER TRADING
(Buyer)

By:

JULIUS P. BENAMIAN
Proprietor

RECOMMENDING APPROVAL:

ALEJANDRA B. BOISER
CENR Officer

NORMAN A. ASUGAN
OIC, PENR Officer



APPROVED BY:

NONITO M. TAMAYO, CESO III
Regional Executive Director

Witnesses:

REPUBLIC OF THE PHILIPPINES)
City of Bayugan : S.S.
Province of Agusan del Sur)

BEFORE ME, a Notary Public for and in the City of Bayugan, Philippines, this _____ day of JAN 10 2024 and _____ with Community Tax Certificate No. _____ issued at _____ on _____ and _____ with Community Tax Certificate No. _____ issued at _____ on _____ both known to me that the same is their free and voluntary deed.

This instrument consists 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.

ATTY. JOSE B. GIBONE
NOTARY PUBLIC

Until December 31, 2025

PTR NO. 2607927 01-03-2024

IBP NO. 391193 01-03-2024

MCLE NO. VII-0002245 01-31-2020

TIN NO. 168-402-901

ROLL NO. 51471/BUTUAN CITY

Doc. No. 705

Page No. 9

Book No. XVI

Series of 2023



ANNEX B

Department of Environment and Natural Resources
Regional Office R13 | PENRO Agusan del Sur
CENRO R-13-2E, Maygatasan, Bayugan City, Agusan del Sur



PRIVATE TREE PLANTATION REGISTRATION

No. 167-ANS-09-09-12-242-2022Owner's Basic Information

Name	DOMINGO TOLIBAS
Permanent Address	San Salvador, Prosperidad, Agusan del Sur
Contact Number	09165587929
Email Address	

Tree Plantation Location

OCT/TCT No.	P-4111		
Barangay/s	San Salvador		
Municipality/ies	Prosperidad		
Province	Agusan del Sur		
Total Lot Area	9.3430 Hectares	Total Lot Area Devoted to Plantation	9.3430 Hectares
Tree Species Planted:	No. of Hills	Volume (cu.m.)	
Gmelina	2,911	743.80	

Attachments:

Photocopy copy of Land Title
GIS generated map of Tree Plantation

I hereby certify that the above information are true and correct.

DOMINGO TOLIBAS*Land Owner*

Signature over Printed Name of Applicant

ELISA A. LUAREZ*SPA Holder*

I hereby certify that the above Information area verified and the Private Tree Plantation Registration is approved:

ALEJANDRA B. BOISER

Signature over Printed Name of CENR Officer

Date Approved