

LUMBER SUPPLY CONTRACT

RELEASER

JUN 18 2026

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between **BTRCDAI Retail and Sale Lumber Dealer** as entity duly existing and by virtue of the laws of the Philippines with business address located Purok 6, Brgy. Umalag, San Miguel, Surigao del Sur represented by **ARNOLD M. ACEBEDO** in his capacity as **OWNER/PROPRIETOR**, herein referred to as the **BUYER**.

and-

**Sitio Wilderness Farmers Community Association (SWIFCA) Inc.** represented by **PO Chairman MANUEL E. BAYONG**, Filipino Citizen, of legal age, married and a resident of Barangay Mt. Carmel, Bayugan City, Agusan del Sur, hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, the SUPPLIER is a holder of CBFMA No. 71017 with affirmed Community Resource Management Framework (CRMF) and approved Five Year Work Plan (FYWP) with an area of 1,909.0 hectares located at Sitio Wilderness, Brgy. Mt. Carmel, Bayugan City, Agusan del Sur. The PO SWIFCA has an affirmed and approved CRMF and FYWP dated January 28, 2022 with a volume of 20,550 cubic meters with an area of 137 hectares Year 3 of matured planted Falcata, Gmelina and Mahogany lined up CY 2024 and that CBFMA holder has not been committed any violation against pertinent DENR laws, rules and regulations and has the capacity to supply as indicated below, to wit:

- |                         |                       |
|-------------------------|-----------------------|
| A. Allowable Cut Volume | <u>20,550.0 cu.m.</u> |
| B. Committed Value      | <u>2,200.0 cu.m.</u>  |
| C. Previous Commitments | <u>NONE</u>           |
| D. Available Balance    | <u>18,350.0 cu.m.</u> |

WHEREAS, the BUYER is a Lumber Dealer with business address located at Purok 6, Brgy. Umalag, San Miguel, Surigao del Sur has not violated pertinent DENR laws, rules and regulations;

WHEREAS, the SUPPLIER is willing to supply to the BUYER of **250 cu.m (106,000.0 bf.ft.)** Falcata lumber, **250 cu.m. (106,000.0 bd. ft.)** Gmelina lumber and **1,700 cu.m. (720,800.0 bd.ft.)** Mahogany lumber or a total volume of **2,200.0 cu.m (932,800.0 bd.ft.)** as may be required or necessary for the latter's Lumber Dealer and Wood Working Supply/BUYER is willing to purchase from such available volume of lumber.

THAT the deliveries of lumber under this contract shall be adequately covered by supporting documents issued by the DENR and other government agencies and the quality shall conform to the specific order of the buyer.

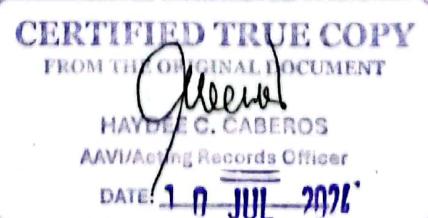
THAT both SUPPLIER and the BUYER agreed to the following terms as to pricing and mode of payment of the delivered logs, to wit:

Market Price	:	<u>Prevailing Market Price</u>
Mode of Payment	:	<u>Cash on Delivery</u>

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 one (1) year or upon completion of the delivery of a specified volume of 2,200.0 cu.m. of Falcata, Gmelina and Mahogany lumber 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.

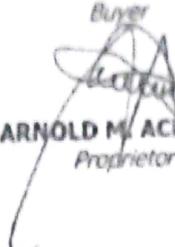
IN WITNESS WHEREOF, the parties have hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_

**SITIO WILDERNESS FARMERS  
COMMUNITY ASSOCIATION (SWIFCA) INC.**  
Supply CBFMA Holder

By:

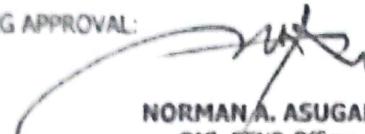
  
**MANUEL E. BAYONG**  
PC-Chairman

**BTRCDAI RETAIL SALE AND  
LUMBER DEALER**

*Buyer*  
  
**ARNOLD M. ACEBEDO**  
Proprietor

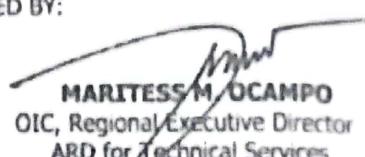
Note: The approving officer shall be free from any liability, criminal and/or otherwise in the event of breaching of contract between the two (2) contracting parties.

RECOMMENDING APPROVAL:

  
**NORMANA A. ASUGAN**  
OIC, PENR Officer  
Office In-charge, CENRO Bayugan City



APPROVED BY:

  
**MARITESS M. OCAMPO**  
OIC, Regional Executive Director  
ARD for Technical Services  
In Concurrent Capacity

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**REPUBLIC OF THE PHILIPPINES)**  
City of \_\_\_\_\_ : S.S.  
Province of \_\_\_\_\_ )

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 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.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2024

