

THE VILLAGE LAND ACT, Cap 114, R.E 2019
SHERIA YA ARDHI YA KIJIKI, Sura ya 114 kama ilivyorekebishwa 2019

LEASE AND CARBON RIGHTS AGREEMENT
MKATABA WA UKODISHWAJI ARDHI NA HAKI ZA KABONI

BETWEEN
KATI YA

ULUTI VILLAGE COUNCIL
HALMASHAURI YA KIJIKI CHA ULUTI

AND
NA

UDZUNGWA CORRIDOR LIMITED

**CONCERNING THE LEASE OF 2,805 ACRES OF LAND SITUATED IN ULUTI VILLAGE,
KILOLO DISTRICT, IRINGA**
***YAHUSU UKODISHWAJI WA EKARI 2,805 ZA ARDHI ILIYOPO KWENYE
HALMASHAURI YA KIJIKI CHA ULUTI KILICHOPO KATIKA WILAYA YA KILOLO,
IRINGA***

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LEASE AND CARBON RIGHTS AGREEMENT
MKATABA WA UKODISHWAJI ARDHI NA UMILIKI WA HAKI ZA KABONI

THIS AGREEMENT is made on this day of2021
MKATABA HUU umesainiwa leo tarehe.....mwezi wa..... mwaka 2021

BETWEEN
KATI YA

ULUTI VILLAGE COUNCIL, a statutory body established under section 12 of the Local Government (District Authorities) Act, No. 7 [R.E. 2002] as amended from time to time of P.O. Box, Kilolo (hereinafter called the "**Lessor**"); **HALMASHAURI YA KIJIKI CHA ULUTI**, kikiwa ni chombo kilichosajiliwa chini ya Kifungu namba 12 cha Sheria ya Serikali ya Mtaa (Mamlaka ya Wilaya), Namba 7 [Toleo lililorekebishwa 2002] na kuboreshwa mara kwa mara kulingana na mabadiliko ya sheria, chenye anuani S.L.P, Kilolo (hapa kujulikana kama 'Mkodishaji' kwa upande mmoja);

AND
NA

UDZUNGWA CORRIDOR LIMITED, a private company limited by shares registered under the Companies Act No. 12 of 2002 of the Laws of the United Republic of Tanzania whose address is P.O. Box 386, Iringa CBD, Iringa, Tanzania (hereinafter called the "**Lessee**"); **UDZUNGWA CORRIDOR LIMITED**, Kampuni binafsi iliyosajiliwa chini ya Sheria ya Makampuni Namba 12 ya 2002 ya sheria za Jamhuri ya Muungano wa Tanzania yenye anuani S.L.P 386, Iringa CBD, Iringa, Tanzania (hapa kujulikana kama 'Mkodishwaji);

WHEREAS
AMBAPO

- A. The Lessor is the owner of a parcel of land located on the Udzungwa Corridor surveyed and demarcated as per 'Schedule I' of this Agreement. The Lessee wishes to carry on a tree planting project on the said parcel of land (hereinafter referred to as the "**Demised Land**");

Mkodishaji ndiye mmiliki wa haki za ardhi iliyopo Ukanda wa Udzungwa iliyopimwa na kuainishwa kwenye Kiambatanisho namba moja (I) cha Mkataba huu (hapa kujulikana kama 'Ardhi Husika') Mkodishwaji anadhamiria kufanya Mradi wa kupanda miti kwenye Ardhi Husika;

- B. The Lessee is desirous to lease from the Lessor the said Demised Land to be used in developing a Project to reforest 2,805 acres of the Demised Land with the aim of creating a new carbon sink that will remove carbon dioxide greenhouse gas from the global atmosphere and produce carbon credits for sale.

Mkodishwaji ana nia ya kodishiwa Ardhi Husika kutoka kwa Mkodishaji ili itumike kwa matumizi ya kufanya Mradi wa upandaji miti wa ekari 2,805 za Ardhi Husika akiwa na lengo la kuunda utando mpya wa kaboni angani utakaoondoa dioksidi kabonia chafu kutoka kwenye anga ya kimataifa na kutengeneza vibali vya kumruhusu kutoa kiasi cha gesi chafu kwaajili ya mauzo.

- C. The Lessor has agreed to according to the terms and conditions stipulated herein.

C. Mkodishaji amekubali yafuatayo kwa muujibu wa makubaliano ya Mkataba huu kama yalivyoorodheshwa humu.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

MKATABA HUU UNA MAKUBALIANO YAFUATAYO:

1.0 DEFINITIONS AND INTERPRETATION

MAANA NA TAFSIRI

1.1 Definitions

1.1 Maana

In this Agreement:

Kwenye mkataba huu:

- 1.1.1 **'the Agreement'** means this contract governing the lease of the Demised Land and the right to sale carbon credits between the Lessor and the Lessee. *'Mkataba' maana yake ni makubaliano haya yanayoratibu ukodishwaji wa Ardhi Husika na haki za uuzaji wa vibali vya kuruhusu utoaji wa gesi chafu ambayo yako baina ya Mkodishaji na Mkodishwaji.*
- 1.1.2 **'the Demised Land'** means the Land occupied by Uluti Village as shown on a Sketch Map/Survey Plan marked as 'Schedule I' which shall be leased to the Lessee to undertake a reforestation project for the purpose of creating a carbon sink that will remove greenhouse gases from the global atmosphere; *'Ardhi Husika' maana yake ni Ardhi iliyo chini ya uangalizi wa kisheria wa Halmashauri ya Kijiji cha Uluti kama inavyoonekana kwenye ramani iliyoainishwa kama 'Kiambatanisho I' ambazo zitakodishwa kwa Mkodishwaji kwaajili ya Mradi wa upandaji miti kwa lengo la kutengeneza utando angani utakoondoa gesi chafu kwenye anga ya kimataifa;*
- 1.1.3 **'the Lessor'** means Uluti Village Council; *'Mkodishaji' maana yake ni Halmashauri ya Kijiji cha Uluti;*
- 1.1.4 **'the Lessee'** means Udzungwa Corridor Limited; *'Mkodishwaji' maana yake ni kampuni ya Udzungwa Corridor Limited;*
- 1.1.5 **'the Parties'** means the Lessor and the Lessee; *'Wahusika' maana yake ni Mkodishaji na Mkodishwaji.*
- 1.1.6 **'Payments for Ecosystem Services'** means the initiative formerly instituted by the Tanzania Forest Conservation Group which had established a Payment for Ecosystems Services, PES, project to protect the water catchment of Mngeta River.

'Malipo ya huduma za mifumo ya Ikolojia' maana yake ni mpango ulioanzishwa hapo awali na Tanzania Forest Conservation Group iliyoanzisha utaratibu wa

kufanya malipo ya huduma za mifumo ya Ikolojia, mradi wa kulinda na kuhifadhi eneo la maji la Mto Mngeta.

1.1.7 **'the Project'** means to reforest 2,805 acres of the village's abandoned and underutilized Demised Land for the purpose of creating a carbon sink that will remove carbon dioxide greenhouse gas from the global atmosphere; the Project does not include activities such as mining but may include ecotourism to benefit the local communities; *'Mradi' maana yake ni upandaji wa ekari 2,805 za ardhi ya kijiji zilizotelekezwa na kutotumika ipasavyo kwa lengo la kutengeneza utando wa kaboni angani utakoondoa gesi chafu kwenye anga la kimataifa; Mradi huu hautajumuisha uchimbaji madini lakini unaweza ukahusisha utalii wa mazingira ili kunufaisha jumuiya za vijiji;*

1.1.8 **'the Term'** means the period in which the Lessor shall lease the Demised Land it occupies to the Lessee, and such period shall be thirty years (30 years) from the date of signing this contract which may be renewed. *'Kipindi' maana yake ni muda ambao Mkodishaji atakodisha Ardhi Husika anayomiliki kwa Mkodishwaji, na muda huo utakua ni miaka thelathini tokea siku ya kusainiwa mkataba huu. Kipindi hiki kinaweza kuongezwa endapo wahusika wataingia Mkataba mpya baada ya huu huisha.*

1.1.9 **'the Trees'** means any plants or trees as will be planted by the Lessee, including but not limited to 100 indigenous species; *'Miti' maana yake ni mimea au miti itakayopandwa na Mkodishwaji, ikiwemo na si kuwekewa ukomo na aina mia moja (100) asilia.;*

1.1.10 **'the VAT'** means Value Added Tax as defined in the Value Added Tax Act, Act No. 10 of 2014; *'Ushuru ulioongezwa thamani' una maana kwa maelezo yalivyoelezwa kwenye sheria ya Kodi ya ongezeko la Thamani, Namba 10 ya 2014;*

1.1.11 **'the Verified Emission Reduction,'** also known as Voluntary Emission Reduction, means metric tons of carbon removed from the atmosphere, the totality of which is expected to be about 5.5 Million tons throughout the Term

of this Agreement; *'Upunguzaji uliothibitishwa wa hewa chafu, pia huitwa Upunguzaji hewa chafu wa Hiari, maana yake ni tani za metri za kaboni zilizoondolewa kwenye anga, zenye ujumla wa takribani tani Milioni 5.5 kwa Kipindi cha Mkataba huu;*

1.2 Interpretation

Tafsiri

- 1.2.1 Wherever the context so admits, the expression **'the Lessor'** includes individual farmers with surveyed plots who may be assisted by the Lessee to procure Certificates of Customary Rights of Occupancy, *Popote kwenye neno 'Mkodishaji', neno hilo litahusisha wakulima binafsi wenye Ardhi iliyopimwa na ambao watasaidiwa na Mkodishwaji kupata Hati za kimila za ardhi hizo,*
- 1.2.2 The expression **'the Lessee'**, in this Agreement includes the Lessee's ability to assign or sublease, and it includes the Lessee's agents, administrators or trustees in bankruptcy only. *Kwenye Mkataba huu neno 'Mkodishwaji' litajumuisha uwezo wa Mkodishwaji kukodi Ardhi Husika kwa watu wengine, uwezo huu utawahusu mawakala, wasimamizi na wadhamini katika kufilisika wa Mkodishwaji.*
- 1.2.3 Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa. *Maneno yanayoashiria jinsi moja yatajumuisha jinsi nyingine pia, maneno yanayoashiria umoja yatajumuisha wingi na vinginevyo, na maneno yanayoashiria watu au nafsi yatajumuisha mashirika, ubia au vinginevyo.*
- 1.2.4 References in this Agreement to any clause, sub clause or schedule without further designation shall be construed as a reference to the clause, sub clause or schedule to this Agreement so numbered. *Kwenye Mkataba huu, marejeo yoyote kuhusiana na Kifungu, Kifungu kidogo au Kiambatanisho pasipo maelekezo zaidi, yatamaanisha marejeo kwenye Kifungu, Kifungu kidogo au Kiambatanisho kilichotajwa.*

1.2.5 The clause, paragraph and schedule headings alone do not form part of this Agreement and shall not be taken into account in its construction or interpretation. *Vifungu, vichwa vya Vifungu au vichwa vya Viambatanisho pekee havitaunda sehemu ya Mkataba huu na havitazingatiwa katika kudadavua au kutafsiri Mkataba huu.*

2.0 AGREEMENT TO LEASE AND USE THE DEMISED LAND MAKUBALIANO YA UKODISHWAJI ARDHI NA MATUMIZI YA ARDHI HUSIKA

2.1 Agreement to Lease *Makubaliano ya Ukodishwaji Ardhi*

The Lessor agrees to lease the parcel of land comprised in the survey plan marked as 'Schedule I' to the Lessee subject to the terms and conditions set forth in this Agreement. *Mkodishaji anakubali kukodisha Ardhi Husika kama ilivyoainishwa katika mpango uliopimwa na kuonyeshwa kwenye Kiambatanisho I kwa Mkodishwaji kwa mujibu wa makubaliano yaliyomo kwenye Mkataba huu.*

2.2 Duration of the Lease *Muda wa Ukodishwaji*

Parties agree that the Lessee shall occupy and reforest the Demised Land for a period of Thirty (30) years renewable. During this period, the Lessee shall have all the rights to sell the produced Verified Emission Reductions rights (VERs). *Wahusika wanaridhia kwamba Mkodishwaji atatawala na kupanda miti kwenye Ardhi Husika kwa muda wa miaka thelathini. Makubaliano haya yanaweza kurudiwa tena baada ya miaka hiyo kuisha. Mkodishwaji atakuwa na haki ya kuuza gesi iliyopunguzwa angani.*

2.3 Commencement of this Agreement *Kuanza kwa Mkataba*

This Agreement shall come into force on the date the Lessee has deposited the first annual rent is into the Lessor's bank account. *Mkataba huu utanza tarehe ambayo Mkodishwaji atalipa kodi ya kwanza ya mwaka katika akaunti ya benki ya Mkodishaji.*

2.4 Continuation of the Lease *Kuendelea kwa Ukodishwaji*

The Lessee shall notify the Lessor of its intention to continue with the Lease twelve (12) months prior to the expiration of the Lease. *Mkodishwaji atamfahamisha Mkodishaji nia yake ya kuendelea na makubaliano ya ukodishaji wa ardhi miezi kumi na mbili (12) kabla ya Mkataba huu kuisha Kipindi chake.*

2.5 Uses of the Demised Land *Matumizi ya Ardhi Husika*

2.5.1 The Lessee agrees to rent the land as per the map marked 'Schedule I' and plant on the land and maintain native tree species for thirty years (30 years) in exchange for the right to measure, register and sell carbon credits from the capture of CO₂ by the trees over the period 'the Project'. These credits may be Verified Carbon Units registered on the Verra Registry or any other form of carbon credit Lessee deems commercially viable. *Mkodishwaji anakubali kukodi ardhi kama inavyoonekana kwenye Kiambatanisho I na kupanda kwenye ardhi hiyo pamoja na kutunza miti asilia kwa miaka tehlathini (miaka 30). Kwa kufanya hivi, wahusika wanakubaliana kwamba Mkodishwaji atapata haki za kupima, kusajili na kuuza hati miliki ya kutoa kiasi cha hewa chafu hewani kwa Kipindi chote cha Mradi. Vibali hivi vinaweza kuwa katika vipimo vya kaboni vilivyosajiliwa kwenye Masjala ya Verra au mfumo mwingine wa vibali vya kaboni ambao Mkodishwaji ataona unafaa kwa maslahi ya biashara.*

2.5.2 The Lessee shall, subject to prior consent in writing of the Lessor, which shall not be unreasonably withheld, be permitted to construct and install any infrastructures required for undertaking the Project. *Kwa ruhusa ya maandishi ya Mkodishaji ambayo haitakataliwa bila sababu ya msingi, Mkodishwaji ataruhusiwa kujenga au kutengeneza miundombino yeyote inayohitajika kwaajili ya kufanya Mradi.*

2.5.3 Nothing herein shall give the Lessee the right to use the Demised Land for any other purpose or to sublease, assign, or license the use of the property to any sub-lessee, assignee, or licensee without the written consent of the Lessor. *Mkodishwaji hatakuwa na haki ya kutumia Ardhi Husika kwa matumizi mengine*

yeyote wala kukodisha ardhi au kurasimisha matumizi ya ardhi hiyo kwa watu wengine bila ruhusa ya kimaandishi kutoka kwa Mkodishaji.

2.6 Village boundaries *Mipaka ya Kijiji*

The areas (in relation to the number of acres) which are subject to the lease shall be reviewable in the event there occurs any change in village boundaries. *Maeneo (haswa kuhusiana na namba za ekari) ya ukodishwaji ardhi yataweza kuhakikiwa au kurekebisha kukitokea mabadiliko yoyote katika mipaka ya kijiji.*

3.0 RENT AND MODE OF PAYMENT *KODI NA NAMNA YA MALIPO*

3.1 Agreement to pay Rent *Makubaliano ya kulipa Kodi*

3.1.1 Subject to Clause 2.3, the Lessee shall pay an annual rent in Tanzanian Shillings as per 'Schedule II' forming part of this Agreement from the year 2022 to the year 2051 for the Demised Land. Kwa kufuata kipengele namba 2.3, Mkodishwaji atalipa kodi ya mwaka kwa Shilingi ya Kitanzania kama ilivyoainishwa kwenye 'Kiambatanisho II' cha Mkataba huu kutoka mwaka 2022 mpaka 2051 kwa ajili ya Ardhi Husika.

3.1.2 The lessee shall pay Withholding Tax (WHT) on behalf of individual farmers without deducting the WHT from their rents. Mkodishwaji atalipa Kodi ya Zuio (WHT) kwa niaba ya wakulima binafsi bila kukatwa kodi ya zuio kutoka kwenye malipo yao.

3.1.3 The rent shall be paid annually in advance in a bank account designated by the Lessor. Kodi italipwa mwanzoni mwa mwaka kwenye akaunti ya benki iliyoainishwa na Mkodishaji.

3.1.4 The rent already paid shall be refundable upon premature termination of this Agreement as caused by the Lessor's fault or the occurrence of any act or event that makes it impossible for the Lessee to undertake the Project and for no

fault of the Lessor. *Kodi iliyolipwa inaweza ikarudishwa kama Mkataba utavunjwa mapema kwasababu ya kosa la Mkodishaji au kutokea kwa chochote kitakachofanya Mradi kutoweza kufanyika kisichohusiana na kosa la Mkodishwaji.*

3.1.5 "The rent in 'Schedule II' shall be increased in any year that the Lessee achieves a profit as demonstrated by the filings made to the Tanzania Revenue Authority; the Lessor shall receive 50% of any profits the Lessee might achieve in such a year. *Kodi zilizoainishwa kwenye Kiambatanisho II zitaongezwa katika mwaka wowote ambao Mkodishwaji atapata faida kama itakavyoainishwa na hesabu zitakazopelekwa katika Mamlaka ya Mapato Tanzania; Mkodishaji atapokea 50% ya faida yeyote ambayo Mkodishwaji ataipata mwaka huo.*

4.0 SPECIFIC CONDITIONS TO THE LEASE **MAKUBALIANO MAALUMU YA MKATABA HUU**

4.1 The Lessee has the right to reforest the Demised Land, produce Verified Emission Reductions and carbon credits that can be sold on the world market. *Mkodishwaji ana haki ya kupanda miti au mimea kwenye Ardhi Husika, kutengeneza upunguzaji hewa chafu uliothibitishwa na vibali vya kuruhusu utoaji wa hewa chafu vinavyoweza kuuzwa kwenye soko la dunia.*

4.2 The Lessee shall endeavour to revive the Ecosystems Services Payments to 8 Villages, starting at Tanzania Shillings Fifty Million (Tshs. 50,000,000.00) per year with 3% inflation per the payment mechanism in '**Schedule III**', based on the initiative formerly instituted by the Tanzania Forest Conservation Group which had established a Payment for Ecosystems Services, PES, project in the water catchment of Mngeta River to be paid by Kilombero Plantations Limited. Initially, the Lessee shall pay only the villages that have leased Demised Land to the Lessee. *Mkodishwaji atajitahidi kurudisha mfumo wa ulipiaji huduma za mifumo ya ikolojia kwenye vijiji 8, kuanzia Shilingi za Kitanzania Milioni Hamsini (TZS 50,000,000.00) kwa mwaka na kwa 3% ya mfumuko wa bei kwa muujibu wa utaratibu wa malipo kama unavyoonekana kwenye Kiambatanisho III, kufuatia mpango mkakati ulioanziashwa na kikundi cha Uhifadhi wa Misitu Tanzania (Tanzania Forest Conservation Group) awali ulioanzisha utaratibu*

wa ulipiaji wa mifumo ya ikolojia na mradi ulio kwenye Mto wa Mngeta uliotakiwa ulipiwe na kampuni ya Kilombero Plantations Limited. Mwanzoni, Mkodishwaji atalipia tu vijiji vilivyokodisha Ardhi Husika kwa Mkodishwaji.

- 4.3 The Lessee shall contribute Tanzania Shillings Eleven Million (TZS 11,000,000.00) which shall be used to complete its Village Office or a development project of its choice. These funds shall be paid within 6 months after signing the contract and following a financial close as agreed between the Lessor and the Lessee under Clause 2.3. *Mkodishwaji atachangia Shilingi Milioni Kumi na Moja (11,000,000.00) itakayotumiwa kumalizia ujenzi wa ofisi ya kijiji au mradi wa maendeleo utakaoamuliwa na kijiji. Fedha hizi zitatolewa ndani ya miezi sita (6) baada ya mkataba kusainiwa na Mkodishwaji kupata ufadhili wa Mradi huu kama ilivyokubaliwa kwenye Kipengele namba 2.3.*
- 4.4 The Lessee shall contribute Tanzania Shillings Twenty-Three (23,000,000.00) Million that shall be used to complete two school classrooms at the Uluti Secondary School for three neighboring villages. The funds shall be disbursed within 6 months after signing the contract and following a financial close as agreed between the Lessor and the Lessee. *Mkodishwaji atachangia Shilingi za Kitanzania Milioni Ishirini na Tatu (23,000,000.00) zitakazotumika kumalizia ujenzi wa madarasa mawili ya shule ya Sekondari Uluti kwa vijiji vya jirani vitatu. Fedha hizo zitatolewa ndani ya miezi sita (6) baada ya kusaini Mkodishwaji kupata ufadhili wa Mradi huu kama ilivyokubaliwa kwenye kipengele namba 2.3.*
- 4.5 The Lessee shall donate 25 high-quality grafted avocado trees or macadamia trees and 35 kg of improved bean seed to every farmer family which leases its land to the project upon signing the contract. *Mkodishwaji atafadhili miti 25 ya maparachichi au makadamia yenye hadhi na mbegu nzuri pamoja na Kilogram 35 za mbegu za maharagwe zilizoboreshwa kwa kila familia ya Mkodishaji mara baada yakusaini mkataba huu.*
- 4.6 The rent for an acre of land shall commence in January the year that acre is planted. The annual rent per acre shall be as per 'Schedule II' of this Agreement. *Kodi ya ekari moja ya ardhi itanza baada ya ekari hiyo kupandwa miti au mimea. Kodi ya mwaka kwa ekari moja itakuwa kama ilivyopangwa kwa mujibu wa Kiambatanisho II cha Mkataba huu.*

- 4.7 Following the mapping done for Schedule I, if there is a dispute between farm boundaries or village boundaries, the Village Council will work with farmers to resolve internal boundary disputes and with neighboring Village Councils to resolve village boundary disputes; if it is subsequently found that a Village Council or a farmer has received rent in error, the Lessor will refund said rent to the rightful owner. The Lessee will not be called to pay twice for a given acre. Baada ya upimaji wa ardhi kama inayooneshwa katika Kiambatanisho I, ukitokea mgogoro wa mipaka ya mashamba au mipaka ya vijiji, Halmashauri ya Kijiji itashirikiana na wanakijiji kutatua migogoro ya mipaka ya ndani pamoja na Halmashauri za vijiji jirani kutatua migogoro ya mipaka hiyo ya vijiji; ikifahamika kuwa Halmashauri ya kijiji au mkulima amepokea kodi kimakosa, Mkodishaji atarudisha kodi hiyo kwa mmiliki sahihi. Mkodishwaji hatowajibishwa kulipia ekari yoyote mara mbili.
- 4.8 If fire, flood or another natural disaster destroys more than 50% of the trees on any given acre, the annual rent will cease on that acre until it is replanted. Ikitokea moto, mafuriko au janga lingine lolote limeharibu zaidi ya asilimia 50% ya miti kwenye ekari yoyote, kodi ya mwaka kwenye ekari hiyo haitalipiwa mpaka hekta hiyo itakapopandwa miti au mimea upya.
- 4.9 The Parties agree that the costs of registration of this Agreement at the Registrar of Documents as well as stamp duty shall be borne by the Lessee. Wahusika wanaridhia kua gharama za kusajili Mkataba huu kwa Msajili wa Ardhi pamoja na ushuru wa stempu zitalipwa na Mkodishwaji.
- 4.10 The planting and maintenance of the trees will be the financial responsibility of the Lessee. Jukumu la kifedha la upandaji na utunzaji wa miti litakuwa ni wajibu wa Mkodishwaji.
- 4.11 The Lessor shall not have the right to harvest trees on the Demised Land until 31 December 2051. The lessee shall ensure the protection of the trees throughout the Lease Period. Mkodishaji hatakua na haki ya kuvuna miti kutoka kwenye Ardhi Husika mpaka tarehe 31 Disemba 2051. Mkodishwaji atahakikisha kuna ulinzi wa miti katika Kipindi chote cha ukodishwaji ardhi.
- 4.12 After 2051, the Village Councils, the ultimate owners of the trees, agree to adhere to a sustainable harvest schedule of up to 3% of any given acre per year, following a plan

developed by the Lessee, allowing for replanting and natural regeneration, until 2081. *Baada ya 2051, Halmashauri za vijiji, wamiliki asilia wa miti wanakubali kufuata mfumo wa uvunaji endelevu wa mpaka 3% ya ekari yoyote kwa mwaka, kufuatia mpango uliowekwa na Mkodishwaji, kuruhusu upandaji mpya wa miti na mimea asilia mpaka 2081.*

- 4.13 The Demised Land will be reclassified on the existing Village Land Use Plan as "Village Land Forest Reserve, for areas abandoned in the past that will connect the Kilombero Nature Reserve (KNR) and the Udzungwa Escarpment Nature Reserve (USFNR). *Ardhi Husika zitaainishwa kwenye Mpango wa Matumizi Bora ya Ardhi ya kijiji kama "Hifadhi ya Misitu ya Ardhi ya Kijiji," kwa maeneo yaliyokuwa yametelekezwa kitambo kilichopita ambayo yataunganisha Hifadhi asilia ya Kilombero (KNR) na Hifadhi asilia ya Mwambao wa Udzungwa (USFNR).*
- 4.14 Lessee has the right to remove properties or equipment (if any) in the project area that are not essential to the long-term protection of the forest, belonging to the Lessee and other features installed on the Demised Land. *Mkodishwaji ana haki ya kutoa mali na vifaa (kama vitakwepo) katika eneo la mradi ambavyo sio muhimu kwenye ulinzi wa muda mrefu wa msitu, vilivyotumika katika Mradi, vyinavyomilikiwa na Mkodishwaji pamoja na vitu vyovyote vilivyojengwa au kuwekwa kama uzio kwenye Ardhi Husika.*
- 4.15 The Lessor and Lessee agree to review and discuss the terms of this Agreement every two years. No conditions can be changed without the mutual agreement of both Parties. *Mkodishaji na Mkodishwaji wanaridhia kupitia na kujadili makubaliano ya Mkataba huu kila baada ya miaka miwili. Hakuna masharti yatakayo badilishwa bila makubaliano ya pande zote mbili.*

5.0 RIGHTS AND OBLIGATIONS OF THE LESSOR

HAKI NA MAJUKUMU YA MKODISHAJI

- 5.1 The Lessor leases the Demised Land to the Lessee free from encumbrances. The Lessor guarantees that the Demised Land is and shall not be leased to any other person. The Lessor shall further ensure that the Lessee, its employees, representatives or assigns in title have the right to use and enjoy the Demised Land peacefully without any interruption or annoyance from any one throughout the Term that this Agreement shall be in force. *Mkodishaji anamkabidhi Mkodishwaji Ardhi Husika ikiwa haina vizuizi*

vyoyote. *Mkodishaji atahakikisha kwamba Mkodishwaji, wafanyakazi wake, wawakilishi wake au wahusika wake watakuwa na haki ya kutumia na kufurahia Ardhi Husika kwa amani bila kubughudhiwa na mtu yoyote kwa Kipindi chote cha Mkataba huu.*

- 5.2 The Lessor leases the Demised Land to the Lessee as is without being subject to any case or disputes and warrants that the said Land are free from any rent arrears or other statutory arrears. *Mkodishaji anamkabidhi Mkodishwaji eneo husika likiwa halina madai wala migogoro na anathibitisha kwamba Ardhi Husika hazidaiwi na mtu yeyote yule.*
- 5.3 The Lessor commits not to enter into any contractual arrangements with any other person in relation to the Demised Land throughout the Term that this Agreement shall be in force. *Mkodishaji hataingia katika Mkataba wala makubaliano na mtu yeyote kuhusiana na Ardhi Husika kwa kipindi chote cha Mkataba huu.*
- 5.4 The Lessor commits to ensure that the Demised Land shall not be used by any person for any other purposes apart from the purposes agreed under this Agreement, such as cutting down of trees, being used as firewood, for grazing purposes or for farming purposes by its villagers or other village councils surrounding the said Land. *Mkodishaji atahakikisha kwamba Ardhi Husika hazitatumiwa na mtu mwingine yoyote kwa ajili ya shughuli zozote zile zikiwemo shughuli za kijamii kama vile kukata miti, uchomaji wa kuni, kulisha mifugo, kufanya shughuli za kilimo kutoka kwa wanakijiji wake na/au wakazi wa vijiji vingine vinavyozunguka Ardhi Husika.*
- 5.5 The Lessor shall be responsible to compensate the Lessee in the event there arises any person claiming compensation for any reason in relation to the Demised Land before this Agreement was executed. *Mkodishaji atawajibika kumfidia Mkodishwaji endapo kutatokea mtu yoyote atakayedai alipwe fidia kutokana na sababu yoyote itakayohusiana na Ardhi Husika iliyotokea kabla ya kusainiwa kwa Mkataba huu.*
- 5.6 The Lessor shall be responsible to inform the Lessee about any matter that may affect or will potentially impact the affairs of the Lessee on the Demised Land or areas surrounding it. *Mkodishaji atakuwa na jukumu la kumtaarifu Mkodishwaji juu ya jambo lolote litakalokuwa na uwezo wa kuathiri shughuli za Mkodishwaji katika Ardhi Husika au maeneo yanayomzunguka.*

5.7 The Lessor shall be responsible to keep the Lessee well informed and consult it on matters pertaining reviewing or amending the Village Land Use Plan of the Demised Land in Uluti Village Council where the law requires reviews or amendments to be done. *Mkodishaji atakuwa na jukumu la kumshirikisha kikamilifu Mkodishwaji katika kufanya mapitio au marekebisho ya Mpango wa Matumizi Bora ya Ardhi ya Halmashauri ya kijiji cha Uluti pale ambapo mapitio au marekebisho yanapaswa kufanywa kwa mujibu wa sheria.*

6.0 RIGHTS AND OBLIGATIONS OF THE LESSEE HAKI NA MAJUKUMU YA MKODISHWAJI

6.1 The Lessee shall use the Demised Land for purposes of reforestation in order to create a carbon sink throughout the Term of the Agreement. *Mkodishwaji atatumia Ardhi Husika kwa matumizi ya upandaji miti ili kutengeneza utando wa kaboni angani katika Kipindi chote cha Mkataba huu.*

6.2 The Lessee shall prioritize the employment of local community members for unskilled and semi-skilled employment. *Mkodishwaji ataweka kipaumbele katika utoaji wa ajira kwa wanavijiji wasio na ujuzi na walio na ujuzi mdogo.*

6.3 The Lessee shall be responsible to present the Environmental Impact Assessment (EIA) certificate of the Demised Land in Uluti Village Council within 12 months from the execution of this Agreement. *Mkodishwaji atakuwa na wajibu wa kuwasilisha Cheti cha Tathmini ya Athari za Mazingira ya Halmashauri ya Kijiji cha Uluti ndani ya miezi 12 baada ya kusainiwa Mkataba huu.*

6.4 The Lessee shall be responsible to improve or not to improve the Demised Land in accordance with the Village Land Use Plan and other laws of the United Republic of Tanzania such as the Environmental Management Act etc to suit its Project. *Mkodishwaji atawajibika kuboresha au kutoboresha Ardhi Husika kwa mujibu wa Mpango wa Matumizi Bora ya Ardhi ya vijiji na sheria nyingine za Jamhuri ya Muungano wa Tanzania kama vile Sheria ya Mazingira na nyinginezo kwa ajili ya maslahi mazuri ya Mradi.*

- 6.5 The Lessee shall ensure that the Demised Land are in a good condition including the environmental conservation of the said land. *Mkodishwaji atahakikisha Ardhi Husika ziko katika hali nzuri ikiwemo uhifadhi bora wa mazingira ya Ardhi hiyo.*
- 6.6 The Lessee shall not allow its employees, agents or representatives to do any activity on the Demised Land which may negatively affect the environment. *Mkodishwaji hataruhusu wafanyakazi wake, wakala au wawakilishi wake kufanya shughuli yoyote kwenye Ardhi Husika itakayoweza kuathiri mazingira.*
- 6.7 The Lessee shall employ security guards who will be responsible to look after the Demised Land for furtherance of the Project. *Mkodishwaji ataajiri walinzi watakaolinda Ardhi Husika ili kufanikisha Mradi.*
- 6.8 The Lessee shall be required to keep the public easements (if any) clear for public use at all times as per the stipulations of the relevant statutes. The only rights granted to the Lessee are those expressly set out in this Agreement. *Mkodishwaji atawajibika kuacha njia huru (kama zipo) zitumiwe na watu kwa mujibu wa sheria zinazohusika. Haki pekee zinazotolewa kwa Mkodishwaji ni zile zilizotajwa kwenye Mkataba huu.*

7.0 ASSIGNMENT

UHAMISHAJI WA MKATABA HUU

This Agreement is personal to the Lessee. The Lessee shall not assign, sublease or part with or share possession of the leased Land or any part of it without the written consent of the Lessor. In particular, and without prejudice to the generality of the foregoing the Lessee shall not enter into any agreement or arrangement whereby any occupant of the leased Land may become entitled to the Lease without the consent of the Lessor. *Mkataba huu utakuwa binafsi kwa Mkodishwaji. Mkodishwaji hatagawa, kukodi kwa mtu mwingine au kuachia umiliki wa Ardhi Husika bila makubaliano ya kimaandishi ya Mkodishaji. Mkodishwaji hatajiingiza kwenye makubaliano ambayo yatafanya waangalizi wa Ardhi Husika kuwa na haki juu ya ukodishwaji ardhi huu bila makubaliano na Mkodishaji.*

8.0 ILLEGAL OR IMMORAL USE AND NUISANCE

MATUMIZI MABAYA NA USUMBUFU

The Lessee shall not use the leased Land for any illegal or immoral purpose or cause any nuisance or annoyance to the Lessor, its agents, employees or neighboring communities. *Mkodishwaji hatatumia Ardhi Husika kufanya matumizi mabaya au kusababisha usumbufu kwa Mkodishaji, wawakilishi wake, wafanyakazi wake, jamii za jirani au vijiji vinavyomzunguka.*

9.0 QUIET ENJOYMENT UFURAHIAJI

Provided always that the Lessee shall adhere to the terms and conditions stipulated herein, the Lessor shall permit the Lessee peaceably to hold and enjoy the Demised Land during the Term of the lease created by this Agreement without any interruption or disturbance from or by the Lessor, its agents, employees or any person claiming under or in trust for it. *Ikiwa Mkodishwaji atatii makubaliano ya Mkataba huu, Mkodishaji atamruhusu Mkodishwaji kufurahia Ardhi Husika katika Kipindi chote cha Mkataba huu bila usumbufu kutoka kwa Mkodishaji, wakala wake, wafanyakazi wake au wadhamini wake.*

10.0 INSURANCE

BIMA

- 10.1 The Lessee may insure the Trees, forests, plants or anything on the Farm Land with any credible insurance company against fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by road vehicles as shall be reasonably required) and such other risks as the Lessee may from time to time in its absolute discretion decide to insure against (hereinafter referred to as 'the Insured Risks'). *Mkodishwaji anaweza kukata bima kwaajili ya kulinda miti, misitu, mimea au chochote kilichomo kwenye Ardhi Husika dhidi ya moto, radi, mlipuko, ndege (ikiwemo vitu vya kudondoka toka angani), ghasia, watu hatarishi, tetemeko la ardhi, kimbunga, kufurika kwa mabomba ya maji, athari za vyombo vya moto au jambo hatarishi lolote kama ambavyo Mkodishwaji ataona inafaa kujilinda nalo.*

10.2 **Suspension of rent *Kusitishwa kwa kodi***

If and whenever during the Term the leased Demised Land or any part of it or the means of access to it is damaged or destroyed by any of the Insured Risks so that the Demised Land are not fit for reforestation or Project undertaking, the rent shall be suspended, unless the Lessee is reimbursed rent by an insurance policy, or a partial abatement allowed according to the nature and extent of the damage or destruction until the leased Land have been reinstated and are in a condition suitable for the Project again. *Katika Kipindi cha Mkataba huu, kitu chochote kikitokea ambacho kimetajwa kwenye Kifungu cha 10.1 hapo juu au hakijatajwa ila kikazuia kufika kwenye Ardhi Husika au kuzuia Mradi kufanyika, kodi itasitishwa kulingana na maafa yaliyofanyika mpaka Ardhi Husika zitakaporejeshwa kwenye hali nzuri ya kuruhusu Mradi kuendelea tena, ila kodi hiyo haitasitishwa kama Mkodishwaji amelipwa fidia na kampuni ya bima aliyokata.*

11.0 **RECOVERY OF POSSESSION *KURUDISHIWA UMILIKI***

11.1 **Grounds for seeking possession *Sababu za kutaka kurudishiwa umiliki***

In tandem with Clause 13 of this Agreement, the Lessor can only seek for possession of the Demised Land if and whenever during the Term: *Pamoja na Kifungu cha 13 cha Mkataba huu, Mkodishaji anaweza kurudishiwa Ardhi Husika kama kwenye Kipindi cha Mkataba huu:*

11.1.1 the rent under this Agreement is outstanding for Six (6) months after becoming due whether formally demanded or not, *miezi sita (6) imepita toka kodi ilipotakiwa kulipwa ila haijalipwa.*

11.1.2 there is a breach by the Lessee of any obligation or other term of this Agreement, or *kuna uvunjifu wa mkataba umefanywa na Mkodishwaji kutokana na wajibu kama ulivyoainishwa na Mkataba huu, au*

11.1.3 the Lessee becomes liquidated, has an administration order made in respect of its assets, has a receiver appointed, makes an arrangement for the benefit of

its creditors, or has any distress or execution levied on its goods, then the Lessor may bring a court action to recover possession of the leased Demised Land, even if any previous right to do so has been waived as well as compensation claims including all rental costs per acre for the remaining project years from the date of termination of the agreement, the inconvenience cost (5% of land payments) and the remaining PES payments to the end of the project. *Mkodishwaji amefilisika, kuna agizo linalohusiana na usimamizi wa mali zake, amechaguliwa msimamizi wa kisheria au kufanyika mpango kwaajili ya maslahi ya wakopeshaji wake kutaka madeni yao, hapo Mkodishaji anaweza kuleta shauri mahakamani kwaajili ya kupata umiliki wa Ardhi Husika pamoja na madai ya fidia ikiwa ni pamoja na gharama zote za kukodi mashamba kwa ekari kwa miaka ya mradi iliyosalia kuanzia siku ya kuvunja mkataba, gharama ya usumbumfu (5% ya malipo ya kodi ya ardhi) na malipo ya PES yaliyosalia*

11.2 Remedies to the Lessee *Fidia kwa Mkodishwaji*

The Lessor is barred altogether from terminating the Agreement for any other reason except as provided for under Clause 11.1.1, 11.1.2 and 11.1.3 above. In the event it terminates the Agreement contrary to this Clause, it shall compensate the Lessee all costs incurred by it and damages in relation to the implementation of the Project. Such costs shall be to the tune of TZS 2.3 billion (\$1 million) per year from the time this agreement was signed. *Mkodishaji anazuiwa kuvunja Mkataba kwa sababu nyingine yoyote isipokuwa zile zilizoainishwa katika Kifungu 11.1.1, 11.1.2 na 11.1.3 hapo juu. Akivunja Mkataba kinyume na Kifungu hicho, atamlipa fidia Mkodishwaji gharama zote alizogharamia kuhusiana na Mradi huo. Gharama hizo zitakuwa ni Shilingi Bilioni 2.3 (\$ Milioni 1) za Kitanzania kwa mwaka kutoka muda Mkataba huu ulivyosainiwa.*

12.0 PAYMENT OF COSTS AND TAXES *ULIPAJI WA GHARAMA NA KODI*

12.1 Where any tax is applicable, the person specified by the governing law as the payer of the tax shall be responsible to pay the said tax. The Lessee shall be obliged to deduct any applicable taxes as required by law, with the exception of 3.1.2 above. *Endapo kodi yeyote itatakiwa kulipwa, mwenye jukumu la kulipa ni yule ambaye sheria husika imesema anatakiwa kulipa kodi hiyo. Mkodishwaji atawajibika kukata kodi hiyo*

inayotakiwa kulipwa kisheria kutoka kwa mkodishaji, isipokuwa ile iliyoandikwa kwenye 3.1.2. hapo juu.

12.2 The Parties agree that the costs of registration of this Agreement at the Registrar of Documents as well as stamp duty shall be borne by the Lessee. *Wahusika wanaridhia kuwa gharama za usajili wa Mkataba huu kwa Msajili wa Nyaraka pamoja na ulipaji wa ushuru wa stempu vitagharamiwa na Mkodishwaji.*

12.3 Additionally, and without deduction from the Lessor, the Lessee shall pay 5% of the annual rent and the PES payments to the respective District Councils. *Hali kadhalika, bila makato kwa Mkodishaji, Mkodishwaji atalipa 5% ya kodi ya mwaka ya Ardhi Husika na malipo ya mfumo wa ikolojia kwa Halmashauri za wilaya husika.*

13.0 TERMINATION OF THE LEASE *KUVUNJIKA KWA MKATABA WA UKODISHAJI ARDHI*

13.1 This Agreement shall come to termination upon the occurrence of the following: *Mkataba huu utavunjika yafuatayo yatakapotokea:*

13.1.1 Insolvency of the Lessee; *Mkodishwaji atakapofilisika na kuthibitika kwa mujibu wa sheria zinazosimamia ufilisi*

13.1.2 Continued breach of the terms of this Agreement by either party; *Mhusika yeyote atakapofanya uvunjifu endelevu wa Mkataba huu.*

13.1.3 Deterioration of the Demised Land preventing the Project's implementation; *Endapo utatokea uharibifu kwenye Ardhi Husika utakaofanya Mradi kushindikana kutekelezeka.*

13.1.4 Fundamental Change of circumstances rendering it impossible for the parties herein to maintain this Agreement. *Yatakapotokea mabadiliko makubwa yatakayofanya ugumu katika utekelezaji wa makubaliano ya Mkataba huu.*

13.2 The Lessor shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease as per the precincts of Clause 11.1.1, 11.1.2 and 11.1.3 and 13.1, give a One (1) year' notice of termination of the Lease in writing to the Lessee and the Lessor shall be required to compensate the Lessee all costs incurred by it in implementing the Project as documented in its Financial Statement plus liquidated damages for loss of income to the tune of TZS Two Billion Three hundred Millions (United States Dollars one million) per year from the signing of this agreement. *Mkodishaji akitaka kuvunja Mkataba huu kwa sababu zozote tofauti na zile zilizotajwa kwenye Kifungu 11.1.1, 11.1.2, 11.1.3 na 13.1 hapo juu, atatoa notisi ya kimaandishi ya kuvunja Mkataba ya mwaka mmoja kwa Mkodishwaji na Mkodishaji atalazimika kumlipa Mkodishwaji fidia za gharama zote alizogharamia katika kutekeleza Mradi kama inavyoonekana kwenye taarifa ya kifedha pamoja na gharama za kushindwa kukosa mapato tarajiwa, jumla ya gharama hizo ikiwa ni Shilingi za Tanzania Bilioni mbili na milioni mia tatu (2,300,000,000) sawa na Dola za Kimarekani Shilingi Milioni Moja kwa mwaka toka kusainiwa kwa Mkataba huu.*

14.0 FORCE MAJEURE CLAUSE KIFUNGU CHA KUHUSIANA NA UTOKEAJI WA MATENDO YASIYO JUU YA UWEZO WA WAHUSIKA

With the exception noted in 4.7, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion and generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. *Isipokuwa kama ilivyoainishwa katika Kifungu cha 4.7, Wahusika hawatawajibika kwa kushindikana kufanyika kwa makubaliano haya kwa mambo yaliyosababishwa na vitu vifuatavyo: matendo ya kimungu, ghasia, vita, ugaidi, maradhi ya kuenea au ya kuathiri dunia, uharibifu wa vifaa vya jamii, majanga ya asili, serikali kufanya au kutokufanya matendo flani,*

INITIALS ON BEHALF OF THE LESSOR.....

INITIALS ON BEHALF OF THE LESSEE.....

mabadiliko ya sheria zozote, migomo ya kitaifa, moto, mlipuko au uhaba wa maliasili au nishati. Kwa kuondoa utata, matendo haya ya kimungu hayata jumuisha (a)shida ya kifedha au wahusika kutoweza kupata faida (b)mabadiliko katika bei za sokoni au makubaliano au (c)mhusika yeyote kutokua na uwezo wa kufanya majukumu yake kwa mujibu wa Mkataba huu.

15.0 SERVICE OF NOTICES KUTOLEWA KWA NOTISI

15.1 Method of service *Njia ya Utoaji*

Any notice to be served on the Lessor or the Lessee may be served by registered post, recorded delivery, fax or email. The address through which notices will be served shall be as agreed upon by the parties. *Notisi yoyote inayotakiwa kutolewa kwa Mkodishaji au Mkodishwaji inaweza kutolewa kwa njia ya posta, barua, mkono, faksi au barua pepe. Anuani itakayotumika kupeleka notisi hiyo itakubaliwa na Wahusika.*

15.2 Delivery *Upelekaji wa Notisi*

Any notice sent by post, in the absence of details of delivery or other recording, shall be deemed to be served on the third working day after posting. A notice served by fax or by email shall be deemed to be served on the day of transmission if transmitted before 1630 hours on a working day, and if transmitted later shall be deemed to have been served on the next following working day. 'Working day' in this context means any day from Monday to Friday inclusive other than public holidays. *Notisi yoyote itakayotumwa kwa posta, bila kuwepo kwa taarifa ya upelekaji wake itachukuliwa kuwa imefika siku ya tatu ya kazi toka ilipotumwa. Notisi iliyotumwa kupitia faksi au barua pepe itachukuliwa kuwa imefika siku ya kutumwa kama ilitumwa kabla ya saa kumi na nusu jioni kwenye siku ya kazi, na kama ilitumwa baada ya hapo itachukuliwa kuwa ilifika siku iliyofatia ya kazi. 'Siku ya kazi' ina maanisha siku yoyote kutoka Jumatatu mpaka Ijumaa isipokuwa siku ya mapumziko ya benki na sikukuu ya kitaifa.*

16.0 MISCELLANEOUS PROVISIONS MENGINEYO

16.1 This Agreement embodies the entire understanding of the Parties relating to the leased Demised Land and to all matters dealt with by this Agreement. All other agreements (if any) with the Lessee with regards to the leased Demised Land are hereby rescinded. *Mkataba huu ni muafaka wa maelewano yote baina ya wahusika wote wawili kuhusiana na ukodishwaji wa Ardhi Husika na mambo yote ya kuratibiwa na Mkataba huu. Makubaliano mengine yote (kama yapo) tofauti na ya Mkataba huu yaliyofanywa na Mkodishwaji kuhusiana Ardhi Husika yanachukuliwa kuwa yamevunjwa.*

16.2 If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected. *Kama kuna kubaliano lolote kwenye Mkataba huu, kwa ujumla au kwa sehemu, lililoamuliwa kuwa ni kinyume na sheria au halitekelezeki kwa kiasi chochote kwa mujibu wa sheria, kubaliano hilo halitakua sehemu ya Mkataba huu na utekelezaji wa makubaliano mengine yaliyobakia hayataathiriwa.*

- 16.3 This lease does not give rise to a partnership between the Parties. Neither Party shall have the authority to bind the other without written consent of the other Party. Further, neither Party shall be liable for the debts or obligations incurred by the other without written consent of the other Party. *Mkataba huu hautengenezi ubia au ushirikiano wa kibiashara kati ya Wahusika. Mhusika yoyote hatakuwa na uwezo wa kumuwajibisha Mhusika mwingine bila ruhusa ya kimaandishi kutoka kwa Mhusika mwingine. Pia, Mhusika yeyote hatagharamikia madeni au majukumu ya Mhusika mwingine bila ruhusa ya kimaandishi ya Mhusika huyo.*

- 16.4 If either Party willfully neglects or refuses to carry out any provision of this Agreement, the other Party shall have the right, in addition to compensation for damages, to terminate this Agreement upon ninety (90) days' notice. *Kama Mhusika yeyote akikataa kutimiza wajibu wake kwa mujibu wa makubaliano ya Mkataba huu, Mhusika mwingine atakuwa na haki ya kuvunja Mkataba huu baada ya kutoa notisi ya siku tisini (90), pamoja na haki ya kudai fidia.*

- 16.5 This Agreement shall not operate to confer any rights on any third party and no person other than the Parties to it may enforce any provision of this Agreement by virtue of the Law of Contract Act [Cap 345 R.E 2019] of the United Republic of Tanzania. *Mkataba huu hautampa mtu mwingine yeyote haki ya kutekeleza makubaliano ya Mkataba huu kwa mujibu wa Sheria ya Mikataba [Sura ya 345, toleo lililorekebishwa 2019] ya Sheria za Jamhuri ya Muungano wa Tanzania, haki hii itakuwa ni ya Wahusika tu.*

17.0 APPLICABLE LAW AND DISPUTE SETTLEMENT
SHERIA ITAKAYO TUMIKA PAMOJA NA UTATUZI WA MIGOGORO

- 17.1 The Lessor and the Lessee agree that this Agreement shall be exclusively governed by and construed in accordance with the laws of the United Republic of Tanzania and will submit to the exclusive jurisdiction of the Tanzanian Courts in case of any legal dispute. *Mkodishaji na Mkodishwaji wanaridhia kwamba Mkataba huu utazingatia sheria za Jamhuri ya Muungano wa Tanzania pamoja na kuratibiwa na mamlaka za mahakama za Tanzania kutakapotokea mgogoro wowote wa kisheria.*

17.2 Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, which the Parties have been unable to settle amicably, then that dispute or difference shall, upon agreement by both Parties, be referred to Mediation. Either Party may deliver a notice in writing to the other Party regarding the failure to reach an amicable settlement of a dispute and decision to refer the dispute to Mediation. The Mediator shall be jointly chosen by the Parties within Fourteen (14) days of receipt of the Mediation Notice. The Mediator shall mediate the dispute within Thirty (30) days of his appointment. *Endapo kutatokea kutoelewana /mgogoro wowote kutokana na utekelezaji wa majukumu katika Mkataba huu, au mipango mingine inayohusiana na utekelezaji wa Mkataba huu, ambapo Wahusika wameshindwa kuafikiana kidiplomasia, basi mgogoro huo utatakiwa kupelekwa kwa Mpatanishi. Mhusika yeyote anaweza kuwasilisha notisi ya kimaandishi kwa Mhusika mwingine kuhusu kushindikana kwa kuafikiana kidiplomasia na kuamua kupeleka mgogoro kwa ajili ya Upatanishi. Mpatanishi atachaguliwa na Wahusika wote ndani ya siku 14 baada ya kupokea notisi ya Upatanishi. Mpatanishi atafanya upatanishi ndani ya siku 30 toka siku ya uteuzi wake.*

17.3 If the dispute has failed to be resolved by Mediation; including failure to agree on a Mediator, the dispute shall be referred to any court of law with competent jurisdiction. *Kama Upatanishi umeshindikana, ikiwemo kushindikana kukubaliana kuteua Mpatanishi, mgogoro utapelekwa kwenye mahakama yenye mamlaka kisheria.*

IN WITNESS WHEREOF the Lessor and Lessee have executed and delivered this Agreement in **Three (3) Originals** on the day agreed by the Parties. **KWA USHUHUDA HUU BASI,** *Mkodishaji na Mkodishwaji wameweka saina zao kwenye Mkataba huu katika Nakala Tatu (3) kwenye siku iliyokubaliwa na Wahusika.*

SIGNED FOR AND ON BEHALF OF ULUTI VILLAGE COUNCIL;

SAHIHI KWA NIABA YA HALMASHAURI YA KIJIKI CHA ULUTI

Jina: _____

Sahihi: _____

Cheo: _____

Tarehe: _____



MKODISHAJI

Jina: _____

Sahihi: _____

Cheo: _____

Tarehe: _____

Witnessed by the District Executive Director

Jina: _____

Sahihi: _____

Cheo: _____

Tarehe: _____

Witnessed by the District Chairperson

Jina: _____

Sahihi: _____

Cheo: _____

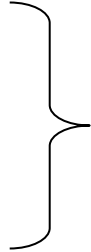
Tarehe: _____

IMESAINIWA NA KUPIGWA MUHURI

na kampuni ya **UDZUNGWA CORRIDOR**

LIMITED na kupokelewa mbele yetu

leo tarehe..... Mwezi mwaka 2021



MKODISHWAJI

Jina: _____

Sahihi: _____

Cheo: _____

Tarehe: _____

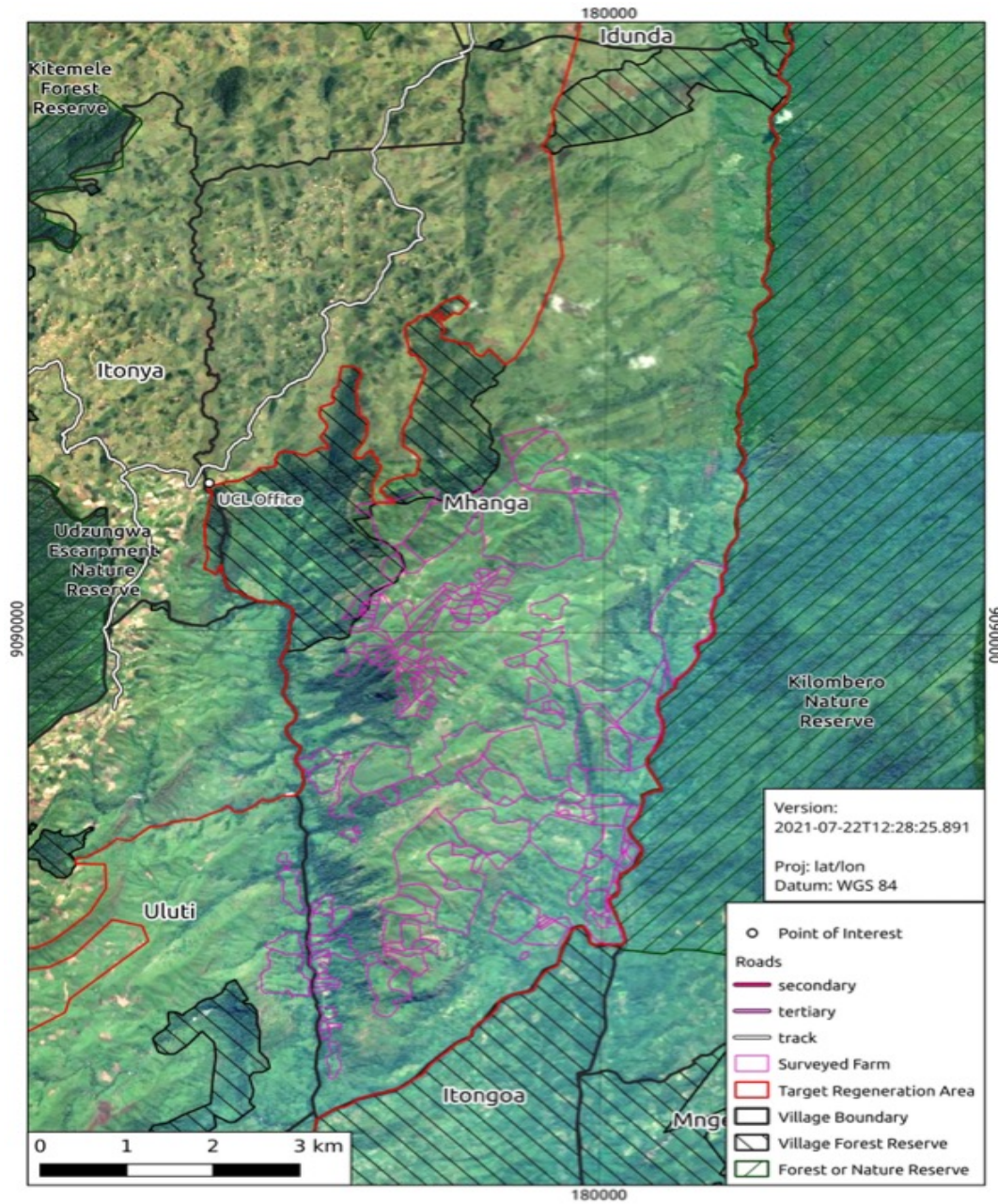
Jina: _____

Sahihi: _____

Cheo: _____

Tarehe: _____

SCHEDULE I KIAMBATANISHO I



SCHEDULE II *KIAMBATANISHO II*

The annual rent amount as charged for each Acre of the Demised Land for the respective year shall be charged as follows: *Kiasi cha kodi ya mwaka kwa kila ekari ya Ardhi Husika na mwaka mahususi zitatozwa kama ifuatavyo:*

	Year	TZS
1	2022	22,267
2	2023	22,935
3	2024	23,623
4	2025	24,332
5	2026	25,062
6	2027	25,814
7	2028	26,588
8	2029	27,386
9	2030	28,207
10	2031	29,054
11	2032	29,925
12	2033	30,823
13	2034	31,748
14	2035	32,700
15	2036	33,681
16	2037	34,692
17	2038	35,732
18	2039	36,804
19	2040	37,908
20	2041	39,046
21	2042	40,217
22	2043	41,424
23	2044	42,666
24	2045	43,946
25	2046	45,265
26	2047	46,623
27	2048	48,021
28	2049	49,462
29	2050	50,946
30	2051	52,474
Total		1,059,372

SCHEDULE III KIAMBATANISHO III

PAYMENTS FOR ECOSYSTEM SERVICE'S MECHANISM *MALIPO YA HUDUMA ZA MIFUMO YA IKOLOJIA*

This Schedule provides for the amounts split between the 8 villages which shall be paid by the Lessee for a period of 30 years. *Kiambatanisho hiki kinaelezea viasi vilivyogawanywa kati ya vijiji 8 ambavyo vitalipwa na Mkodishwaji kwa muda wa miaka 30.*

Ceiling Payments for Ecosystem Services by Village TZS							Village Totals
Village	VLFR, ha	%	VLFR, TZS	60m buffer, ha	%	60m buffer, TZS	VLFR + 60m buffer
<i>Idunda</i>	64.26	1.27%	190,981	153.54	20.51%	7,180,135	7,371,115
<i>Itongoa Kidete</i>	2562.03	50.76%	7,614,348	75.06	10.03%	3,510,101	11,124,449
<i>Itonya</i>	30.33	0.60%	90,141	62.91	8.41%	2,941,919	3,032,060
<i>Kimala</i>	335.88	6.65%	998,235	9.72	1.30%	454,545	1,452,780
<i>Mhanga</i>	850.05	16.84%	2,526,347	159.93	21.37%	7,478,956	10,005,303
<i>Mngeta</i>	737.28	14.61%	2,191,195	54.63	7.30%	2,554,714	4,745,908
<i>Ukwega</i>	289.53	5.74%	860,483	4.5	0.60%	210,438	1,070,920
<i>Uluti</i>	177.75	3.52%	528,273	228.15	30.48%	10,669,192	11,197,465
Total	5047.11	100.00%	15,000,000	748.44	100.00%	35,000,000	50,000,000

For each village, payments shall be calculated on the basis of: *Kwa kila kijiji, malipo yatakotolewa kwa kuzingatia:*

1. % of the VLFR area that is under forest / regenerating forest and is not under agriculture, including agroforestry. This will determine the % of the ceiling payment set for that specific village. For example, if Uluti has 80% forest cover in its VLFR it would be paid 80% of TZS 528,273 = TZS 422,618. *% ya eneo la Hifadhi ya Misitu ya Ardhi ya Kijiji yenye miti na isiyo ya kilimo wala kilimo cha misitu. Hii itapelekea kupata % ya malipo yaliyokusudiwa na kijiji mahususi. Kwa mfano, kama kijiji cha Uluti kimefunikwa na 80% ya misitu ya Hifadhi ya Misitu ya Ardhi ya Kijiji, kijiji hicho kitalipwa 80% ya TZS 528,273 = TZS 422,618.*
2. % of the 60 m buffer zone around the Order 3 streams and the main head waters that is under forest / regenerating forest and is not under agriculture including agroforestry. *% ya ukanda wa bafa wa Mita 60 unaozunguka mito ya order 3 na chanzo cha maji makuu ambayo yako kwenye misitu na hayako katika kilimo wala kilimo cha misitu.*
3. Monitoring will be done annually in June - August using Landat images and participatory ground truthing after which payments will be done based on the

monitoring results. *Ufuatiliaji utafanyika kila mwaka kwenye mwezi Juni – Agosti kwa kutumia picha zinazotokana na utakaofanyika kupitia vifaa vya kisasa vinavyoitwa 'Landat' pamoja na kufika kwenye Ardhi Husika, na baada ya hayo kufanyika ndipo malipo yatakapolipwa kulingana na matokeo yatakayopatikana.*

4. If any animal snares or traps are found within the Village Land Forest Reserves through the Term of this agreement, the Lessee will deduct TZS 50,000 from the annual PES for each snare or trap found. *Endapo mtego wowote wa wanyama utakapopatikana kwenye Hifadhi ya Misitu ya Ardhi ya Kijiji katika kipindi chote cha Mkataba huu, Mkodishwaji atakata TZS 50,000 kwenye Mfumo wa malipo ya mfumo wa ikolojia kwa kila mtego utakaopatikana.*

Year	PES Mhanga TZS
2022	10,005,303
2023	10,305,462
2024	10,614,626
2025	10,933,065
2026	11,261,057
2027	11,598,888
2028	11,946,855
2029	12,305,261
2030	12,674,418
2031	13,054,651
2032	13,446,291
2033	13,849,679
2034	14,265,170
2035	14,693,125
2036	15,133,918
2037	15,587,936
2038	16,055,574
2039	16,537,241
2040	17,033,359
2041	17,544,359
2042	18,070,690
2043	18,612,811
2044	19,171,195
2045	19,746,331
2046	20,338,721
2047	20,948,883
2048	21,577,349
2049	22,224,670
2050	22,891,410
2051	23,578,152
Total	476,006,449