

农场树木砍伐合同

Tree Felling Agreement for Farmland

甲方（承包方）Party A (Contractor):

Zhang Yang Wu Han Chen

公司名称 Company Name:

HUANENG INVESTMENT PROPRIETARY LIMITED

营业执照编号 Business License Number:

202510636

授权代表 Authorized Representative:

护照号 Passport No.:

EM 9581474  
EN5103715

乙方（农场合法拥有人）Party B (Farmland Owner):

HEPILAMWE JOE HEPUTE

姓名/公司名称 Name/Company Name:

Farm Pool N. 335

证件号码 Identification Number:

84081210055

根据适用的当地法律法规，并遵循公平、公正与互利的原则，双方经充分协商达成如下协议：

In line with applicable local laws and regulations, and based on the principles of fairness, equity, and mutual benefit, both parties have agreed to the following terms.

1. 农场名称 Farm Name:

Pool N. 335

有效证件 Valid Documentation:

ID: 84081210055

面积 Area:

3023.1000 ha

地理位置 Geographical Location:

Farm Pool, Outo District, Kunene Region

2. 乙方须合法拥有此农场，乙方将农场内所有的 Mpane 和 Acacia 树木授权给甲方砍伐。甲方自行砍伐树木烧制成本炭并出售。甲方应在农场内合法经营遵守当地法律法规，保护农场内动物和保持农场内环境卫生。



Party B must lawfully own the farm and hereby authorizes Party A to fell all Mpane and Acacia trees within the farm. Party A shall independently fell the trees, produce charcoal, and sell the charcoal. Party A shall operate lawfully within the farm, comply with local laws and regulations, protect the animals on the farm, and maintain environmental hygiene on the farm.

3. 合同期内甲方有权使用该农场所有土地作为制作木炭和居住使用。只允许制作木炭，居住，不允许另做他用。甲方可以在该农场上建设木炭炉窑，住房。甲方在农场内进行伐木烧炭。合同有效期内乙方不得以任何方式干涉阻碍合同内甲方的工作。除非甲方未能遵守约定的合同。

During the contract period, Party A shall have the right to use all the land of the farm for intended charcoal and residential purpose, The land shall not be used for any other purposes. Party A is permitted to construct charcoal kilns and housing on the farm, and to carry out tree felling and charcoal production activities within the farm. During the term of this contract, Party B shall not interfere with or obstruct any work conducted by Party A under this agreement.unless party A fail to comply to the agreed contact.

4.乙方必须保证向甲方提供的农场合法没有争议、农场手续真实有效，否则因为乙方原因导致甲方不能正常经营的，乙方负责赔偿甲方建设和其它所有损失。

Party B must ensure that the farm provided to Party A is legal, undisputed, and that all farm documentation is genuine and valid. Otherwise, If Party A cannot operate as agreed due to Party B's actions or omissions, Party B will compensate Party A for all construction and operational losses.



5.合同有效期内甲方有该农场的使用权，没有农场土地转卖权，农场最终所有权归乙方所有，合同终止后该农场使用权归乙方所有，所有建筑物归乙方所有，设备归甲方所有。

During the term of this contract, Party A shall have the right to use the farm but shall not have the right to transfer or sell the land. The ultimate ownership of the farm remains with Party B, and Party A has no right to transfer or sell the land. Upon termination of the contract, the farm's usage rights shall revert to Party B, All buildings constructed on the farm shall be the property of Party B, while all equipment shall remain the property of Party A.

6.乙方必须无条件积极配合甲方办理相关砍伐树木和烧制木炭手续，如果手续不能正常办理，双方协议自动解除，互不承担违约责任。

Party B must unconditionally and actively cooperate with Party A in obtaining the necessary permits for logging and charcoal production. If the permits cannot be obtained as required, this agreement shall be automatically terminated, with neither party being held liable for breach of contract.

7.甲方必须遵守当地法律法规，在合同期限内自己有权利控制树木砍伐的数量和时间，乙方不得干涉，乙方不能以任何方式阻拦甲方伐木烧炭和其它经营。除非甲方未能遵守约定的合同。

Party A shall comply with all applicable laws and regulations in force. During the term of the contract, Party A shall have the exclusive right to control the quantity and timing of





tree felling. Party B shall not interfere in any way, nor obstruct Party A's logging, charcoal production, or any other operations. unless party A fail to comply to the agreed contact.

8.合同期内，乙方不得将农场内的 mopane 和 acacia 树出租、出售或转让给任何第三方（除甲方外）。如乙方违反本条款，应承担欺诈及任何违法行为的责任，并赔偿甲方所有相关损失。如甲方出售或砍伐任何非本条款规定的树木，甲方应承担违约责任并赔偿乙方。

During the term of the contract, Party B shall not lease, sell, or transfer mopane and acacia trees on the farm to any third party exclude. If Party B violates this clause, they shall be liable for fraud and any legal violations, and shall compensate Party A for all related losses. If party A happens to sell or harvest any other trees than specified shall be held accountable and compensate party B for violating agreement.

9.合同期限为60个月，起始时间为：2025年4月20日，终止时间为：2030年4月20日，合同期满后是否继续出租使用双方另行协商。

The term of the contract is 60 months, starting from 2025 (year) April (month) 20 (day) and ending on 2030 (year) April (month) 20 (day). Whether the contract will be renewed after the expiration shall be subject to further negotiation between both parties.

10.如在合同期满前，农场内的树木不再适合甲方生产木炭，或农场不再适合甲方使用，甲方可提前终止合同。合同终止后，甲方无义务向乙方支付任何费用。农场内



的建筑物将保持原样。

If before the expiration of the contract term, the trees on the farm are no longer suitable for Party A's charcoal production, or the farm is no longer suitable for Party A's use, party A may terminate the contract early. Upon termination, Party A shall not be obligated to pay any further fees to Party B. The building will remain as is on the farm.

11. 购买树木及农场使用费的金额为每月 N[REDACTED] 纳米比亚元（大写：伍万纳米比亚元）。每月 30 日前必须全额付款。甲方逾期支付合同费用超过 5 天的，应向乙方支付 10% 的利息。逾期付款超过一个月的，乙方有权收回农场使用权及树木所有权，并有权向甲方追偿未支付的合同费用。

The payment for the purchase of trees and the farm usage fee is [REDACTED] Namibian dollars per month (in words: [REDACTED] Namibia Dollars. The payment must be made in full by the 30st day of each month. If Party A delays payment of the contract fees for more than 5 days, Party A shall pay interest of 10% to Party B. If the payment is overdue for more than one months, Party B has the right to reclaim the farm usage rights and the ownership of the trees, and to pursue the outstanding contract payments from Party A.

12. 自本合同签订之日起，乙方应向甲方提供四个月的工期。工期内，甲方应于合同签订之日以纳米比亚元（NAD）一次性支付乙方 [REDACTED] 纳米比亚元乘以四个月共计 [REDACTED] 纳米比亚元的四个月租金。工期满后，甲方应按照本合同约定支付租金。

From the date of signing this contract, Party B shall provide Party A with a construction



period of four months. During the construction period, Party A shall make a one-time payment of N\$ [REDACTED] multiply by Four months amounting to N\$ [REDACTED] to Party B for the rent of four months in Namibian dollars (NAD) on the day of signing the contract. After the construction period expires, Party A shall make rental payments in accordance with the terms of this contract.

13. 砍伐树木许可证需要乙方按时提供，如不能按时提供，给甲方造成的损失以乙方全部承担。

Party B shall be responsible for obtaining and providing the tree felling permit in a timely manner. If Party B fails to provide the permit on time, resulting in any loss to Party A, Party B shall bear full responsibility for such losses.

14. 本合同一式两份，双方签订后立即生效。

This contract is executed in two copies and shall take effect immediately upon signing by both parties.

15. 如甲方每月平均木炭产量超过 200 吨，超出 200 吨的部分应按照每吨 300 纳米比亚元向乙方支付费用。

If Party A's average monthly charcoal production exceeds 200 tons, Party A shall pay Party B NAD [REDACTED] per ton for the quantity exceeding 200 tons.



甲方签字盖章 Party A Signature and Seal:

Zhang Yang

Wu Han Chen

联系方式 Contact Information:

+264 818 07703

+264 818 607696

乙方签字盖章 Party B Signature and Seal:

epuk

联系方式 Contact Information:

+264 813 104 812

签订时间 Date of Signing: 2025年 Year 04月 Month 26日 Day

