

THIS AGREEMENT made the _____ day of _____ UUUU

BETWEEN:

HGGGG LIMITED a limited liability company incorporated in the Island of Mauritius but whose postal address is care of Post Office Box Number **KKKKKK** (the “**Company**”); **AND**

GGGGG of **VVVVV** (the “**Agent**” which expression shall where the context so admits include his personal representatives and assigns) of the second part.

WHEREAS:

A **HHHH** Limited of Post Office Box Number **GG,BBBB**, in the Republic of Kenya (“**HHHHI**”) is the registered proprietor **ALL THAT** piece of land situate North of **KKKKKK** Municipality in the **MMMMMM** District of the said Republic containing by measurement **LLLLLL** (KK) hectares or thereabouts and known as Land Reference Number **PPPP** being the premises comprised in the Grant registered in the Registry of Titles at Nairobi aforesaid as Number I.R. **BVBVB** the dimensions abuttals and boundaries of which are more particularly delineated and described on Land Survey Plan Number **KJKJK** deposited in the Survey Records Office at Nairobi aforesaid and thereon bordered red (the “**Land**”).

B **HHHH** has leased to **HJHJ** Kenya Limited of Post Office Box Number **MKMK, VVVV**, in the Republic of Kenya (“**HJHJ**”) by a lease Number I.R. **KKK** dated the **Gst August ZZZZ** and registered as Number I.R. 76031/5 (“**the Lease**”) **ALL THAT** piece of land situated on the Land comprising by measurement of approximately **CCCC** (CCC) hectares or thereabouts as the same is shown on the plan annexed to the Lease, the said plan being registered in the Registry of Documents at Nairobi in Volume ----Folio ----- File ----- on the Gth July **YYYYYY**(the “**Demised Premises**”).

C By a Management Agreement between the Company and **HHHH**, the Company was appointed as the agent and manager for the Land.

D The Company acknowledges the Agent located and assisted in acquiring **HJHJ** as a tenant for the Demised Premises and this Agreement records the commission arrangement in consideration of the Agent obtaining **hjhj** as a tenant.

IT IS AGREED as follows: -

AGREEMENT

1.1 This Agreement shall come into force on the commencement of the Lease and shall continue to remain in force for Ten (10) years running concurrent to the Lease (the “**Term**”) unless the Lease is terminated earlier at which point this Agreement shall also terminate.

During the Term of this Agreement and subject to Star paying all moneys due under the Lease and any service agreement pertaining to the Land the Agent shall be entitled to be paid by the Company a monthly fee, which amount shall be One (1) Euro Cent per square meter of the Demised Premises leased by Star (the “**Commission**”).

The Commission shall be payable to the Agent directly into his bank account Number **TTTTTTTT** at **YYYYYYYY** in **RYYYYYYYYg, XXXXXXXX**, quarterly in advance, seven (7) days following the

advanced quarterly payment by Star during the Term of the Lease.

The Agent shall use his best endeavours to ensure that Star complies with the provisions of the lease and meets all payments therein provided.

SALE OF THE DEMISED PREMISES

In the event **HJHJ** wishes to purchase the Demised Premises and **HHHH** agrees to sell the same, then upon completion of such sale the parties acknowledge that the Lease will automatically be terminated. Consequently the Agent shall be entitled to a lump sum payment based upon the agreed sale price as the same relates to the amount **HJHJ** would have paid to **HHHH** and/or the Company over the remaining Term of the Lease and any other service agreements relevant to the Demised Premises.

In the event the capital amount paid by **HJHJ** for the Demised Premises is equal to or greater than the total rental/income due to **hhhh** and/or the Company from the Lease and service agreement then the Agent shall be entitled to be paid the equivalent of the Commission due to him on the remaining Term of the Lease.

In the event the amount so paid is less than the total rental/income due to **HHHH** and/or the Company then the amount due to the Agent by way of Commission shall be reduced and abated in proportion to the amount the capital payment so received is less than the total revenue under the Lease and/or any service agreement pertaining to the same.

CONFIDENTIALITY

The parties shall at all times during the continuance of this Agreement and after its termination:

Use their respective best endeavours not to disclose any confidential or restricted information (whether or not stated as such) to any other person body corporate or other organisation;

Not to use any confidential or restricted information for any purposes other than the performance of their obligations as contained therein.

NOTICES

4.1 All communications and notices between parties in respect of this Agreement shall be delivered by hand or sent by facsimile transmission (with confirmation posted within 24 hours) at the address given at the beginning of this Agreement or as provided from time to time to the other party; and shall be deemed to be received:

if delivered by hand, on the day of the delivery;
if sent by facsimile transmission, at the time of transmission
if sent by registered post, ten (10) days after posting.

ARBITRATION AND GOVERNING LAW

Any dispute controversy or claim arising out of or in connection with this agreement, including any

question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the LCIA (formerly London Court of International Arbitration), which Rules are deemed to be incorporated by reference to this clause 5.1;

The tribunal shall consist of one arbitrator;

The seat of the arbitration shall be in London;

The language of arbitration shall be English;

The governing law of this Agreement shall be the substantive law of Kenya.

IN WITNESS whereof this Agreement has been duly executed the day and year first hereinabove written:

SEALED with the Common Seal of **FFFFFFFFF)**

LIMITED in the)

presence of:)

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Director)

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Director/Secretary)

SIGNED by **BBBBBBBBBBBBB)**

in the presence of:)

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Advocate)

Drawn by: