

quarters in accordance with this Agreement and more particularly delineated on the Plan and edged red thereon.

“**Other Licencee or Licencees**” means any person or persons being a Member of the Company holding a Licence or Licences over other Licensed Plots at the Ranch.

“**Plan**” means a plan of the Ranch showing the location of the Licensed Plot and annexed hereto as Schedule A.

“**Ranch**” means the piece of land known as Land Reference Number District in the Republic of Kenya measuring hectares or thereabouts owned by the company and more particularly shown on the Plan.

“**Rules and Regulations**” means the rules and regulations from time to time promulgated by the Company relating to the use of any part of the Ranch including without limitation the Licensed Plot.

“**Share**” means the "G" class ordinary share in the Company held by the Licencee.

“**Shareholders Agreement**” means the Share Subscription and Shareholders Agreement dated the day of 2001 made between the Licencee and the Company.

IN THIS DEED:

Words importing persons shall include corporations.

Where any party including the Licencee comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

NOW THIS DEED WITNESSES THAT:-

GRANT OF LICENCE

In consideration of the Licencee subscribing and holding the Share and the Licencee's covenants herein contained, the Company hereby grants to the Licencee a licence over the Licensed Plot with the rights hereinafter contained **SUBJECT TO** the following terms and conditions.

LICENCE PERIOD

The Licence shall be deemed to have commenced on (now past) and shall continue until sooner determined in accordance with clause 13.

RIGHTS OF LICENCEE

The Licencee is granted the right:

to the non-exclusive use and occupation of the Licensed Plot.

use of Access Ways.

together with all Licencees to enjoy and have equal access to the Ranch except for other Plots, except to plots licensed to the Other Licencees.

subject to and in accordance with the Rules and Regulations to construct wholly at the expenses and risk of the Licencee a single-storey private dwelling house on the Licensed Plot accordance with any other stipulations contained in the Rules set by the Company under the Articles, with the usual outbuildings and servants quarters.

OBLIGATIONS AND UNDERTAKINGS OF LICENCEE

The Licencee covenants with the Company to:-

not do or permit upon any part of the Ranch and/or the Licensed Plot anything that may cause annoyance, inconvenience or disturbance or anything that may constitute a nuisance to anyone including in particular the Other Licencees.

not to use the Licensed Plot for any purpose other than for private residential purposes.

not to allow the use of the Ranch or Licensed Plot by any person other than the Shareholder/his family and personal guests;

not grant a sub-licence or part with the rights hereby granted over the Licensed Plot or any part thereof.

effectively insure the Licencee, the Company, the Other Licencees and all lawful visitors to the Licensed Plot against all claims arising from public or occupiers liability (including any liability arising out of any breach or non-observance of any of the terms of this Licence however expressed or implied) in connection with the Licensed Plot or any activity thereon (whether authorised or not) so as to satisfy fully all claims for which the Licencee or other persons as aforesaid may be liable under this Licence and on demand to produce the policy and the last receipt to the Company and to secure that the interest of the Company be endorsed on such policy, and the Licencee shall indemnify and keep indemnified the Company and any Other Licencees against all losses, claims, demands and costs whatsoever resulting therefrom;

be responsible for and to keep indemnified the Company against any losses and damages costs claims actions demands proceedings and liabilities made against or suffered or incurred by the Company arising directly or indirectly from any negligence or any act or omission of the Licencee or breaches of the covenants and conditions of this Licence.

not to assign, charge, lease or otherwise deal with the benefit of the Licence, other than as may be provided in

the Articles of the Company:

comply with all the Company's requirements for the reasonable and environmentally proper use of the Ranch and Licensed Plot.

comply with the Rules and Regulations annexed as Schedule B hereto and as amended from time to time pursuant to the Articles.

not to sink a borehole on the Licensed Plot without the prior written approval of the Company.

not to remove or pump water without the prior approval of the Company should the Licensed Plot include or border on to a dam or river frontage.

not to enter into any other Licensed Plot without the prior written consent of the Licencee thereof.

RIGHTS OF THE COMPANY

The Company and/or its employees may at all reasonable times and upon reasonable notice except in case of emergency have the right to enter upon each Licensed Plot for the following purposes:-

To carry out its obligations under clause 6 hereof.

If thought necessary by the Company to create, install and maintain a borehole or boreholes on the Licensed Plot at such locations as is agreed to by the Licencee and the Other Licencees at a cost to be shared equally held by all Licencees and the Company.

OBLIGATIONS AND UNDERTAKINGS OF THE COMPANY

The Company shall manage, maintain and keep in a state of good repair, the roads and water supply on the Ranch. The Company shall if so agreed by the Board also lay and maintain water pipes and use its best endeavours to provide sufficient water to the Licensed Plot in whatever manner it deems best for domestic use by the Licencee. Each Licencee shall pay to the Company a charge proportionate to the amount of the water consumed on the Licensed Plot, which shall be payable upon demand on a quarterly basis. It is agreed that the water provided by the Company will be untreated, and it is the responsibility of the Licencee to treat and purify the water.

THE LICENSED PLOT

The Licencee shall be permitted to create one single-storey residential building on the Licensed Plot in accordance with and subject to the stipulations contained at the prevailing time in the Rules and Regulations **PROVIDED ALSO THAT** the perimeter of the building shall not be closer than 100 metres from the boundary of any Plot licensed to any other Licencee unless otherwise agreed in writing and shall otherwise comply with the Rules and Regulations.

RULES AND REGULATIONS

The Company may from time to time promulgate Rules and Regulations for the use of the Licencees of the Ranch and their respective Licensed Plot. Such Rules and Regulations may be varied or amended or added to by a resolution of the Company in general meeting passed in accordance with the Articles of the Company pertaining to "Reserved Matters". The initial Rules and Regulations shall be those contained in Schedule B hereto.

The Licencee shall comply with the Rules and Regulations at all times and any failure by the Licencee to comply shall be dealt with in accordance with clause 11 hereof.

NO INTEREST IN LAND

It is hereby declared and agreed that this Agreement constitutes a mere Licence and confers no tenancy or other interest in the Ranch upon the Licencee and that possession of the Licensed Plot is retained by the Company subject nevertheless to the rights created by this Licence.

The Licence does not nor shall any provision herein contained grant or create in favour of the Licencee:-

any legal or equitable estate or interest in or over the Licensed Plot;

any tenancy or lease over any part of the Licensed Plot.

TRANSFER OF LICENCE

The Licencee shall be obliged to assign this Licence over the Licensed Plot to the transferee of its Share in the Company in accordance with the provisions of the Company's Articles. Neither this Licence nor the Licensed Plot shall be sub-divisible in any manner.

TERMINATION: FORFEITURE OF LICENCE AND SHARES

- (a) This Licence may be determined forthwith by notice in writing given by the Company to the Licencee:-

if the Licencee shall have failed for a period of Twenty-eight (28) days of receipt of written notice of the breach complained of to remedy any material breach of any of the stipulations and conditions herein contained or any document expressed to be supplemental to this Licence after being required to remedy the same by notice in writing from the Company specifying the breach and requiring the same to be remedied and shall not have offered any dispute relating to arbitration.

if the Licencee shall cease to hold a Class "G" Share in the Company or be compelled to sell such Share pursuant to the Articles.

(b) Upon the Company revoking and/or rescinding the Licence, the Licence Period will absolutely cease and the Licencee shall remove itself, its servants, agents and invitees as well as any personal effects and possessions within one (1) month thereof.

(c) Save as may be provided in the Articles the Company shall not be liable to the Licencee and the Licencee shall not be entitled to receive any compensation in respect of any sums expended by the Licencee, directly or indirectly on making any improvements to the Licensed Plot, including any construction works carried out at the Licensed Plot during the Licence Period and the Licencee shall incur all such costs and expenses at its sole cost and risk.

COMPULSORY SALE OF LICENCE AND SHARE

(a) The Company may upon forfeiture of the Licence under the foregoing clause 11 require the Licencee to sell its Share in accordance with the terms of the Articles and the Company shall grant a new licence of the Licensed Plot upon substantially the same terms as this Licence to the person acquiring the Licencee's Share.

The Company shall upon any sale by the Company of the Licencee's Share pay the Licencee the Share Price lawfully due to the Licencee by the Company including repayment of any loan by the Licencee to the Company after deduction therefrom of all charges and interest outstanding as at the date of such sale and the costs charges and expenses incurred by the Company in connection with the negotiation and granting of a new Licence and sale of the Share and any other sums which may be lawfully due from the Licencee to the Company.

NOTICES

Any notice to be given hereunder shall be in writing and any notice or document shall be sufficiently served if sent to the Licencee by prepaid registered post at the address of the Licencee shown for the time being in the Register of Members of the Company and that service shall be deemed to be made on the Seventh day after the date of posting.

ARBITRATION

Any dispute arising between the parties hereto including the meaning and interpretation of anything contained herein or otherwise arising out of or in connection with this Licence, and all claims or matters in such dispute not otherwise mutually settled between the parties shall be referred to arbitration by single arbitrator to be appointed by agreement between the parties or in default of such agreement within Fourteen (14) days of the

notification of such dispute by either party to the other, upon application by either party to the Chairman for the time being of the Kenya Branch of Chartered Institute of Arbitrators of the United Kingdom.

Every award made under this clause shall be subject to and in accordance with the provisions of Arbitration Act 1995 (Act No. 4 of 1995) or other Act or Acts for the time being in force in Kenya in relation to arbitration.

To the extent permissible by law the determination of the Arbitrator shall be final and binding upon the parties.

Any arbitration proceedings shall take place in Nairobi.

ENTIRE UNDERSTANDING

The Licence embodies the entire understanding of the parties relating to all the matters dealt with by any of the provisions of this Licence.

ARTICLES OF ASSOCIATION

In the event of any inconsistency between the terms of the Articles of Association and the terms of this Licence Deed, the terms of the Articles of Association shall prevail.

REPRESENTATIONS

The Licencee acknowledges that this Licence has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Company except any such statement or representation that is expressly set out in this Licence.

AND the Licencee hereby accepts this Agreement subject to the covenants conditions provisions and agreements contained herein.

IN WITNESS WHEREOF the Company and the Licencee hereto have executed this Deed the day and year first hereinbefore appearing.

SEALED with the **COMMON SEAL** of)
XXXXXXXXXXXX and)
delivered in the presence of:)
)
)
)
Director)
)
)
)
Director / Secretary)

SIGNED SEALED and **DELIVERED**)
by)
in the presence of:)
)
)
)
)

SCHEDULE TO LICENCE DEED

RULES AND REGULATIONS

The following shall constitute the initial Rules and Regulations in relation to the Licensed Plot and the Ranch.

Each Licencee shall:-

use his best endeavours together with the Company to lawfully expel any person trespassing or illegally grazing on the Ranch and to report any encumbrance to the General Manager appointed by the Members to oversee the activities a the Ranch and to maintain the Ranch.

keep his respective Licensed Plot and the environment clean and clear of litter, and not to pollute the said Ranch and/or allow any pollution to escape therefrom including to the water table.

not without the Company's prior written consent to erect aerials, poles or masts or display any sign or advertisement on the Licensed Plot or any part thereof or otherwise effect alter or modify the external appearance of the Plot or obstruct any part thereof except as provided for by the Company. Not to erect structures that unreasonably affect or obscure the view of Other Licencees;

keep in a proper state of repair and maintain the buildings and structures erected on the Licensed Plot;

not allow or permit any child under the age of Twelve (12) years to wander outside of the Licensed Plot unless accompanied by and under the control of an adult at all times;

not deposit nor keep nor dump any garbage or waste of any sort whatsoever on the Ranch except in such places as the Licencee has designated on his Licensed Plot for burning and/or the burying of inflammable and non-toxic garbage;

not deposit nor keep nor dump any metal, glass or other non-inflammable waste products whatsoever on the Ranch, but to remove them totally from the Ranch and deposit them in such a place as the Company shall provide for such dumping;

enjoy the Licensed Plot only in ways that do not damage the environment or disturb the wildlife or Other Licencees;

confine the use of motorcycles and motor vehicles and game viewing to the designated Ranch roads on the Ranch only. Joy-riding, off-road driving and related activities shall not be allowed within the Ranch;

not disturb the wildlife and plant life in any way whatsoever and not to collect animal parts or trophies or plants from within the Ranch;

confine the Licencee's domestic animals and pets within the Licensed Plot;

construct as few and as little fencing walls and hedges as possible, and in any case to confine them to the Licensed Plot.

not engage in any commercial farming or use the residential structures for tourism activities, or carrying on any other trade or business;

confine any cultivation for his own consumption within their respective designated Licensed Plot;

not keep more than Five (5) resident staff (inclusive of their family members) on the Licensed Plot;

construct the staff quarters of the resident staff within the Licensed Plot;

ensure that the resident staff use only designated areas and roads and do not keep any pets or other animals;

not allow whether by the Licencee, his agents or employees to cut any trees **PROVIDED** that if any tree poses a danger to the Licencee his family or wildlife the Licencee shall notify the Company and with the consent of the Company the tree may be cut **PROVIDED FURTHER** that the Company may from time to time have trees cut for specific purposes (clearing fence lines, creating fire breaks and clearing roads) subject always to the appropriate resolution having been passed by the Company;

not feed wild animals, other than putting up bird tables, baths and salt;

do or take whatever necessary action is needed to prevent any fire and to report immediately to the Company any occurrence of fire on his Licensed Plot or any other part of the Ranch;

issue to each servant or employee of the Licencee an identity card or some other written form of authority which is to be produced if and whenever required by the Company or its duly authorised agents;

make adequate security arrangements to protect the persons and property of the Licencee, and other persons lawfully resident on the Ranch;

not enter upon another Licensed Plot without the permission of the respective other Licencee.