

DATED _____ 2004

XXXXXXXXXXXXXXXXXX

- and -

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LICENSE AGREEMENT

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THIS LICENSE AGREEMENT is made the _____ day of _____ Two Thousand and _____

BETWEEN:

..... a limited liability company incorporated in the Republic of Kenya and whose postal address is Post Office Box Number Nairobi in the said Republic (hereinafter called the “**Company**”) of the one part; **AND**

..... a limited liability company incorporated in the Republic of Kenya and whose postal address is Post Office Box Number Nairobi aforesaid (hereinafter called the “**Licensee**”) of the other part.

WHEREAS:

The Company has entered into a lease agreement with Group Ranch, a body corporate established under the Land (Group Representative) Act, for the use of an area of land measuring acres or thereabouts being a part of **Land Reference Number** and which for purposes of identification is shown so marked on the sketch plan annexed hereto and bordered red (the “**Concession Area**”).

The lease agreement (amongst other things) allows the Company to enter into arrangements with other companies for the use of the Concession Area or any part thereof subject to the consent of the Group Ranch.

The Licensee has expressed an interest in using the Concession Area or certain parts thereof and the Company has agreed to grant the Licensee a licence over the Concession Area or certain parts thereof on terms and conditions as are hereinafter set out, and the Company has, for this purpose, caused the Concession Area to be divided into three areas, namely Area A, Area B and Area C, as shown on the plan annexed hereto, for ease of reference.

NOW THIS LICENCE AGREEMENT WITNESSES AS FOLLOWS:-

TERM

This License Agreement shall commence on the First day of January Two Thousand and Four (now past), and shall continue for a period of twelve (12) calendar months thereafter, subject to the provisions of clause 6 herein (the “**Term**”).

RENT

In consideration of the payment an annual rent of Kenya Shillings by the Licensee to the Company and the Licensee’s covenants herein contained, the Company hereby grants to the Licensee a license over the Concession Area with the rights hereinafter contained **SUBJECT TO** the terms and conditions contained herein.

The rent shall be payable twice a year and shall be paid in two installments of KShs

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The first such payment is deemed to have become due and payable on the and the second such payment shall automatically become due and payable on the

CONSERVANCY FEE

The Company shall charge the Licensee a Conservancy Fee of Kenya Shillings per day for each person who is brought into the Concession Area by the Licensee.

The Licensee shall pay the Conservancy Fee to the Company at the end of every month, and the Company shall in turn pay the Conservancy Fee collected from the Licensee to the Group Ranch after every three months.

The Company shall ensure that the Group Ranch recognizes and understands that the Conservancy Fee is contributed by the Licensee.

The Licensee shall keep and maintain records of all its vehicles and the number of persons entering the Concession Area each day.

The Company may require access to the records and the Licensee shall furnish these records to the Company, should the Company require them.

ACCESS TO THE CONCESSION AREA

The Licensee will have the following limited access:

Area A

Use of the area from Tortillis Lodge southwest to as bordered and marked "Area A" on the plan annexed hereto.

Use of the road from, for re-supplies and Namanga transfers only, provided that all vehicles shall at all times remain on the main track which follows the southern boundary of Area B.

Use of for sundowners, walks and drives.

Area B

Use of the Lakeshore area north of, as bordered and marked "Area B" on the plan annexed hereto provided that the Licensee shall be responsible for liaising with the Company and/or any of its members to avoid contact, if the Company or any of its members should be using the area at the same time. The Company shall have priority in the use of this Area.

The Licensee shall not conduct any night drives in Area B.

Area C

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Use of the area bordered and marked "Area C" on the plan annexed hereto, provided the Company and/or any of its members, shall not be using the area at the same time. The Company shall have priority in the use of this Area.

The Licensee shall not conduct any night drives in Area C.

The Licensee shall not visit any manyattas within Area C by car.

The Licensee shall not conduct any bush meals, bush breakfasts or build any fires within Area C.

The Company shall give a one month written notice to the Licensee of its intention to use any part of either Area B or Area C, but such notice shall be subject to confirmation at least twelve hours prior to the date of actual use.

The Licensee shall provide the Company with all the radio frequencies used by the Licensee, its employees and agents, to ensure that neither party will interrupt or disturb the use of the Concession Area by the other party.

A code of conduct will be prepared and agreed upon to monitor the use of the Concession Area by the Licensee, the Company and the

COVENANTS OF THE LICENSEE

The Licensee will at all times;

Pay the annual Rent hereinbefore reserved and the Conservancy Fee in full at the times and in the manner aforesaid clear of all deductions whatsoever.

Maintain high standards of hygiene, and general cleanliness in the Concession Area and ensure compliance with all statutory requirements affecting the same and further ensure that all garbage and waste shall either be removed from the Concession Area or otherwise property disposed of.

Comply with all laws, regulations and requirements of the government or of any local authority having jurisdiction in any manner whatsoever in connection with the use of the Concession Area and to indemnify the Company against any losses or damages resulting from the Licensee's or its agents' or employees' failure to comply with any such requirement.

Allow members of the Group Ranch free and uninterrupted access to and use of the Concession Area for settlement and pasture.

Take all proper and reasonable precautions against fire occurring in the Concession Area and indemnify or keep indemnified the Owner against all loss or damage suffered by it or by any other person suffering loss or damage consequent upon any fire howsoever occurring and attributable to the failure of the Licensee's employees agents and/ or clients to take such precautions as aforesaid.

The Licensee will not:-

Use the Concession Area for any purpose other than for viewing and photographic safaris by foot or vehicle provided always that absolutely no photography of local people shall be done by the Licensee, its agents, employees or clients except by prior arrangement with the Company.

Create or cause or permit to be created any further vehicle tracks or roads in the Concession Area and whenever possible to reduce the existing tracks and roads.

Allow any other tour operators to enter or use the Concession Area whether for viewing overnight camping or any other purpose. For the avoidance of doubt, only those guests who are staying at the Licensee's lodge known as Tortillis Lodge and therefore having use of the Licensee's own vehicles for game drives, may enter and use the Concession Area provided they do so only in the Licensee's vehicles.

Obstruct or permit or suffer the obstruction of any entrance, exit, service road or any road or other means of access to the Concession Area.

This License:-

Is not in any respect whatsoever a lease or tenancy.

Does not grant, create or otherwise confer upon the Licensee any legal or equitable estate or interest whatsoever or any exclusive right to possession use or occupation in the Concession Area or any part thereof.

All costs charges and expenses of and incidental to the preparation and completion of this Licence in duplicate including all Advocate's charges, value added tax payable thereon stamp duties and other disbursements shall be shared equally by the parties hereto.

Any notice required to be served hereunder shall be sufficiently served on either party if sent by prepaid registered post to the aforesaid postal address in Kenya of the Owner or the Licensee (as the case may be) and shall be deemed to have been served on the Third day after the day on which it was posted.

..... TRUST

The Company has established a trust known as Trust to finance development projects within the Concession Area and surrounding areas as may be identified by the Group Ranch subject to the consent of the trustees. The Licensee is not obliged to make contributions towards the ... Trust projects. However, the Licensee shall advise the Company of all contributions by, or through, the Licensee towards other projects for the benefit of the Group Ranch.

TERMINATION

This Agreement may be determined forthwith on written notice from the Company of its intention to terminate this Agreement

if the Licensee shall fail to remedy any material breach of any of the stipulations and conditions herein contained for a period of Twenty-eight (28) days of receipt of written notice from the Company of the breach

complained or any document expressed to be supplemental to this License Agreement 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 Licensee shall have failed to pay the rent due and/or the Conservancy Fee on the dates due;

if more than fifty per cent (50%) of the current shareholding in the Licensee shall no longer be registered in the names of the current shareholders or beneficially owned by the current shareholders.

This License Agreement may be determined by either the Company or the Licensee giving the other a three-month written notice of its intention to terminate the License Agreement.

Upon the Company revoking and/or rescinding the License, the Term will absolutely cease and the Licensee shall remove itself, its employees, agents and invitees as well as any personal effects and possessions within one (1) month thereof.

The Company shall not be liable to the Licensee and the Licensee shall not be entitled to receive any compensation in respect of any sums expended by the Licensee, directly or indirectly on making any improvements to the Concession Area, including any construction works carried out at the Concession Area during the License Period and the Licensee shall incur all such costs and expenses at its sole cost and risk.

OPTION TO RENEW

It is hereby agreed that upon the written request of the Licensee made not less than Three months prior to the expiration of the Term provided that there shall not be by the end of the Term any existing material breach by the Licensee of any of the covenants, agreements and stipulations to be performed and observed by the Licensee hereunder the Company will renew the License to the Licensee for a period from the expiration of the Term on similar terms, covenants, agreements, restrictions, stipulations and provisions in this License Agreement (save for this option to renew and the duration of the License).

NO LIABILITY

For the avoidance of doubt the Company shall not be liable for any claim, loss, damages, costs, professional and other expenses of any nature howsoever caused and whatsoever incurred or suffered by any person, guest, agent or employee of the Licensee brought into the Concession Area by the Licensee pursuant to this Agreement and the Licensee hereby indemnifies the Company against any such claim, loss damage or cost.

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IN WITNESS WHEREOF this Licence has been duly executed by or on behalf of the parties hereto the day and year first hereinabove written.

SEALED by the Common Seal of)
 in the presence of:)
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 Director)
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 Director/Secretary)

SEALED by the Common Seal of)
 in the)
 presence of:)
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 Director)
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 Director/Secretary)

Drawn By:

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