

This Agreement dated _____

..... a limited liability company incorporated in the Republic of Kenya whose postal address is care of Post Office Box Number, Nairobi, Kenya (the “**Company**”),

..... of Post Office Box Number Nairobi, Kenya the present director and owner of the Company (the “**Director**”); and

..... a limited liability company incorporated in the said Republic whose postal address is care of Post Office Box Number, Nairobi, Kenya (the “**Purchaser**”).

WHEREAS

Recitals:

The Company is incorporated under the Companies Act (Cap 486) on the kth December registered Number C..... with limited liability and carries on business as a safari outfitters and tented camp operators in /.....

The Company operates from the Property under the Concession Agreement.

The Company is willing to sell as beneficial owner to the Purchaser certain Assets used by the Company in its Business for the consideration and upon the terms and conditions set out in this Agreement.

The Purchaser shall also obtain a Lease of the Property from the Landlord.

The Company will surrender its rights under the Concession Agreement.

Operative provision:

Interpretation

1.1 In this Agreement:

- “Assets” means the assets of the Company listed in Schedule 1 hereto;
- “Business” means the business of operating and managing the Camp and conducting safaris out of the same;
- “Camp” means the tented camp known as Olo-Kirisiai or Great Migration Camp situated on the Property as operated by the Company;
- “Completion” means completion of the sale and purchase of the Assets on the Effective Date;

“Concession Agreement”	means the agreement dated .. July between the Company and the Landlord for the occupation and use of the Property;
“Deposit”	means the amount specified in clause 3.1.1 below;
“Effective Date”	means July or such other dates as the parties may agree;
“Landlord”	means) of Post Office Box Number Kenya the registered owner of the Property;
“Lease”	means the lease to be entered into between Purchaser and the Landlord over the Property a draft copy of which is annexed in Schedule 2 hereof;
“Loans”	means the outstanding amount due and owing on the Vehicles which is required to be paid to the Company’s Advocates as of the Effective Date;
“Purchase Price”	means the amount of United States Dollars) as specified in clause 3 below;
“Property”	means all that premises which comprise of approximately hectares or thereabouts including all buildings thereon known as Title Number: CIS
“Vehicles”	means the three (3) Vehicles listed in the Assets list in Schedule 1;
“Warranties”	means the agreements obligations warranties representations and undertakings of the Company and the Director contained in this Agreement.

In this agreement, unless the context otherwise requires, any reference to:

The singular includes the plural and *vice versa*;

A person includes reference to a body corporate or other legal entity;

A clause is to the relevant clause of this agreement;

Any party includes that party’s successors and assigns.

Clause headings are inserted for convenience only and shall be ignored in construing this agreement.

The Company's Advocates is, [REDACTED] and the Purchaser's Advocates are [REDACTED]

Sale and purchase of the Assets and the Lease of the Property:

Subject to the provisions of clause 2.2. the exceptions specified in clause 2.3 the Company shall sell as beneficial owner and the Purchaser shall purchase free of any claims or liens the absolute clear title and interest in the Assets;

The Company and Purchaser hereby agree that a precondition to the Completion of the sale of the Assets shall be the signing by the Landlord of the Lease to the Purchaser substantially in the form as the version annexed hereto provided always the same is deemed to be held in escrow pending receipt of the Completion Moneys as provided herein. Furthermore prior to Completion being effected:-

The Lease shall have been submitted to the Chief Lands Registrar and approval of the same obtained in substantially the same form as the version annexed; and

The Landlord shall have obtained Land Control Board Consent from the relevant Land Control Board for the granting of the Lease to the Purchaser; and

That the Landlord and the Purchaser shall execute the Lease which is capable of registration; and

That the Landlord shall have released the unencumbered title to the Property to the Purchaser's Advocates; and

For the avoidance of doubt only (and so that the absence of any item from the following list shall not because of that fact be used as evidence that it was intended to be sold to the Purchaser) it is expressly agreed that the following assets of the Company are not included in the sale:

The liabilities of any contracts not specifically agreed by the Purchaser and assigned;

Any debts or moneys due to or from the Company from or to any third parties;

Any assets in the possession of or which are used by the Company but which belong to third parties or are the subject of a claim to ownership by a third party at the Effective Date provided always the Directors shall provide details of the same. Provided always that the Vehicles (presently subject to a lien) are included in the sale and upon payment as provided in clause 3.1.2 below ;

Any assets which are the subject of hire purchase or leasing agreements.

The Loans shall be discharged in full on the Effective Date and the Company's Advocate will provide written confirmation of the same (including his confirmation that there are no other outstanding sums or duties due or owing in respect of the Vehicles) in his capacity as Attorney for the previous owner of the Vehicles and immediately thereafter all documents pertaining to the Vehicles shall be released by the Company's Advocates to the Purchaser's Advocates free of all liens and charges.

3. Purchase price:

The Purchase Price shall be paid by the Purchaser as follows:

The Deposit of United States Dollars shall be by way of telegraphic transfer to the Company's Advocates to be held by him as stakeholder and Dollars of which may immediately be paid at the Company's request directly to the Director;

The balance being United States Dollars shall be paid to the Company's Advocate on or before Completion subject to compliance by the Company of all the provisions as contained herein;

Upon payment of the balance of the Purchase Price to the Company's Advocate the Purchaser shall be entitled to proceed to stamp and register the Lease and to transfer the Vehicles into the Purchaser's name;

The Company's Advocate shall hold the balance of the Purchase Price (less any payments herein authorised) as stakeholder pending the successful registration of the Lease and the transfer of the Vehicles into the Purchaser's name;

The Company's Advocate shall be entitled to release United States Dollars after the elapse of two (2) weeks from the date of release of the documents to the Purchaser to enable the Purchaser to register the Lease and the transfer of the Vehicles;

The Company's Advocate shall be entitled to release or deal with all remaining moneys in his possession once the Lease has been duly registered and the Vehicles successfully transferred to the Purchaser;

Immediately prior to Completion and subject to written confirmation from the Purchaser's Advocates the Company's Advocate shall be entitled to release sufficient moneys to the Company to enable the Company to pay and discharge all moneys (including terminal payments) to the Company's staff and employees.

Interest shall be charged in dollars on late Completion at the rate of 0.5% per month until payment.

For the avoidance of doubt only it is expressly agreed that nothing in this Agreement shall operate to transfer to the Purchaser the burden of paying any creditors or discharging any liabilities or debts of the Company as at the Effective Date or thereafter;

In the event the Company defaults in completing the sale or the sale does not proceed through the default of the Company the amount of the Deposit held by the Company's Advocates will be immediately refunded to the Purchaser and the balance of the Deposit paid to the Director shall be immediately repaid by the Director to the Purchaser. In the event the Director is unable to immediately pay the amount the Purchaser shall be entitled to enter the Camp and remove Assets to the value of the outstanding amount. In the event the Purchaser defaults to complete the sale the Purchaser will forfeit the Deposit to the Company.

The Purchaser shall not be concerned as to how the proceeds of sale are divided and distributed within the Company amongst the shareholders.

If the sale and purchase contemplated by this Agreement has not been completed by the end of and one party is ready to complete that party may rescind the Agreement and the provision of clause 3.3 shall take effect.

Completion

Completion shall take place at the offices of the Purchaser's Advocates and the Director shall deliver to the same on or before the Effective Date:

Letters of discharge duly signed by all the Company's employees confirming they have received all payments and dues owed to them or required to be paid to them;

The Logbooks for the Vehicles together with executed blank transfers and a letter from the Company's Advocate confirming that the Loan has been discharged and that there are no moneys or liens outstanding against the Vehicles;

The keys and all other papers, documents and service records of the Vehicles in the Company's possession;

The executed Lease in favour of the Purchaser;

An Agreement duly signed by the Company and the Landlord canceling and terminating the Concession Agreement;

Such other documents or letters as are reasonably required by the Purchaser's Advocates to complete the sale and transfer of the Assets and vest the unencumbered clear title of the Assets and Vehicles in the Purchaser's name or that of their nominee.

Immediately prior to Completion the Company and the Director shall allow the Purchaser or their nominee access to the Camp to ensure all the Assets so listed are located there;

Immediately prior to Completion the parties shall meet and take a full inventory of the Assets located at the Property and in the event any item or article is missing or damaged the Purchaser shall be entitled to deduct such costs from the Balance of the Purchase Price to be paid fair wear and tear and reasonable breakages excepted and subject to adjustment to take account of provisions and stores left in the Camp by the Company which are not on the Schedule;

Upon completion of the matters referred to above the Purchaser shall make payment in accordance with the terms of clause 3.1.2 above.

If any or all of the transactions set out in clauses 4.1, 4.2 and 4.3 above do not take place as provided and show no sign of taking place in the foreseeable future the Purchaser may promptly

rescind this Agreement without prejudice to any other remedy it may have and the Company shall forthwith instruct its Advocates to return the Deposit to the Purchaser.

Storage of Vehicles

In consideration of the Purchaser agreeing to enter into this Agreement the Director hereby agrees that as a favour after Completion the Purchaser may park and store the Vehicles at the Director's premises at

The Vehicles may remain at the said premises until the end of and thereafter until the Director either sells or leaves the said premises;

The Purchaser or their nominees or agents shall be entitled at all reasonable times and by prior arrangement to enter the said premises to inspect or remove any of the Vehicles and the Director undertakes to ensure as such they have unhindered access.

The Director shall use her reasonable endeavours to ensure that the Vehicles are safe and protected provided always that she shall not be under any liability to take out or maintain insurance against any damage or losses to the same or for any such damage or loss the Vehicles may suffer while at the said premises;

Restrictive agreement

For the purposes of assuring the Purchaser the full benefit and goodwill of the Business and or Assets, the Director and the Company jointly and severally undertake by way of further consideration for the obligations of the Purchaser under this agreement as separate and independent agreements that they will not:

At any time after completion disclose to any person, or itself use for any purpose, and shall use their respective best endeavours to prevent the publication or disclosure of, any information concerning the business, accounts or finances of the Business, the Purchaser or any of its clients' or customers' transactions or affairs, which may, or may have, come to their knowledge;

For a period of five (5) years after Completion, without the Purchaser's prior written consent either alone or jointly with or as Director, agent for or employee of any person, directly carry on or be engaged or concerned or interested in the Business or any other similar camp in Kenya;

For a period of five (5) years after Completion, directly or indirectly solicit, interfere or endeavour to entice away from the Purchaser any person employed by the Purchaser after the Effective Date after the Purchaser has acquired the Assets. It is further agreed that the Director shall at the Effective Date allow the Purchaser to reemploy any previous employees of the Company.

Warranties

The Company and the Director jointly and severally warrant for the benefit of the Purchaser that:

Ownership of Assets (excluding the Vehicles)

Except for current assets subsequently acquired sold or realised in the ordinary course of business the Company owns absolutely all the Assets and has valid title to transfer the same and so far as the Director can agree and presee will continue to own all the Assets at Completion;

The Company has not disposed of or agreed to dispose of or granted or agreed to grant any security or other encumbrance in respect of any of the Assets;

None of the Assets are subject to and there is no agreement or commitment to give or create any option lien or encumbrance;

None of the Assets has been purchased on terms that property does not pass to the Company until full payment is made by it to the supplier;

There has been no exercise purported exercise or claim for any charge lien encumbrance or equity over any of the Assets and there is no dispute directly or indirectly relating to any of the Assets.

Assets Details

Schedule contains full and accurate details of the Assets.

The Purchaser has inspected the plant machinery Vehicles, tents and other equipment comprised in the Assets and shall be deemed to have accepted their state of repair and takes them as they are.

Agreement concerning the Business

There have been no arrangements and understandings (whether legally enforceable or not) between the Company and any person who is directly or indirectly a shareholder or the beneficial owner of any interest in the Company or any Company in which the Company is interested relating to the management of the Business or the ownership or transfer of ownership or the letting of any of the Assets or the provision of services or other facilities to or by the Company or otherwise in any way relating to the Business or the Assets;

The Company has not been a party to any agreement or arrangement or any restrictive trading or other agreement or arrangement pursuant to which any part of the Business has been carried on or which in any way has restricted its freedom to carry on the whole or any part of the Business or to use or exploit any of the Assets in any part of the world in such manner as it thought fit;

Compliance with the terms of this agreement does not and will not conflict with result in the breach of or constitute a default under any of the terms conditions or provisions of any agreement or instrument to which the Company is now a party relating to the Business;

Company's and Purchaser's activities

The Company and the Purchaser is each entitled to enter into and carry out the provisions of this agreement and has full power and authority to sell or buy the Assets without obtaining the consent of any third party save for the Vehicles as provided herein;

Compliance with the terms of this agreement and any document entered into by the Company and the Purchaser in accordance with it does not and will not conflict with or result in a breach of any of the provisions of the Company's or the Purchaser's Memorandum or Articles of Association;

Neither the Company nor any of its members or Directors have any interest directly or indirectly in any company or business other than the Business which is or is likely to be or become competitive with the Business.

Disclosure of trade secrets

The Company has not (except in the ordinary and normal course of business) disclosed or permitted to be disclosed or undertaken or arranged to disclose to any person other than the Purchaser any of its know-how, trade secrets, confidential information, price lists or lists of customers clients or suppliers or agents relating to the Business.

Material Information

All information given by the Company, the Company's officers, Advocates or the Company's accountants to the Purchaser, the Purchaser's Advocates or the Purchaser's accountants relating to the Business or the Assets was when given and is true, accurate and comprehensive in all material respects.

To the best of the Director or Company's knowledge, information and belief there are no material facts or circumstances in relation to the Business or Assets which have not been fully and fairly disclosed in writing to the Purchaser and which if disclosed, might reasonably have been expected to affect the decision of the Purchaser to enter into this agreement.

Entire Agreement and Schedule

This agreement and the Schedules shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to;

All the schedules form part of this agreement;

Invalidity

If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to the extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

Communications

All communications between the parties with respect to this agreement shall be delivered by hand or sent by facsimile transmission (with confirmation posted within 24 hours);

Communications shall be deemed to have been received:

If delivered by hand: on the day of delivery;

If sent by facsimile transmission: at the time of transmission.

Communications addressed to the Company shall be marked for the attention of [REDACTED].

Communications addressed to the Purchaser shall be marked for the attention of [REDACTED].

In proving service:

By delivery by hand: it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;

By facsimile transmission: it shall be necessary only to prove that the communication, or letter of confirmation, was contained in an envelope which was duly addressed and posted in accordance with this clause.

11. Arbitration and Proper Law

Any dispute arising out of or in connection with this Agreement shall be referred to one arbitrator to be agreed upon by both parties. If the parties fail to reach an agreement within fourteen (14) days after any party has first put forward the name of the proposed arbitrator the dispute shall be referred to a single arbitrator to be appointed by the Chairman for the time being of the Chartered Institute of Arbitration (Kenya Branch). Such arbitrator shall be nominated by the Chairman within Ten (10) days of the date when the notice was first delivered to him. The Arbitration Act 1995 or any other existing statutory modification or re-enactment thereof shall apply to the arbitration hereof;

This Agreement shall be governed by and construed in all respects in accordance with the Laws of Kenya and each party hereby submits to the jurisdiction of the Kenyan Courts.

IN WITNESS WHEREOF the authorised representatives of the Company and the Purchaser have duly executed this Agreement on the day and year first above written.

Signed by [redacted])
for and on behalf of the Company)
and as Director in the presence of:)
)
)
)
)
)
ADVOCATE)

Signed by _____)
for and on behalf of the Purchaser)
in the presence of:)
)
)
)
)
ADVOCATE)

Drawn By :

Schedule 1

Lease

DATED _____ [redacted]

.....

- to -

.....

L E A S E

- of -

TITLE NUMBER:

the rights set out in Clause 2 of this Lease but **SUBJECT TO** the Covenants and Conditions set out in Clause 1 of this Lease **TO HOLD** the Land unto the Tenant for a period of ten (10) years from the First day of August Two Thousand and Two (the **Term**) **YIELDING AND PAYING** during the Term the monthly rent of Kenya Shillings (the **"Rent"**) payable clear of all deductions whatsoever by two (2) equal six-monthly instalments in advance on the First day of August and the First day of February of each and every year **PROVIDED THAT** throughout the Term the Rent shall automatically increase by Ten per cent (10%) every two (2) years thereafter **PROVIDED ALSO THAT** the first of such instalments shall be paid on the execution hereof.

1. THE TENANT'S COVENANTS

The Tenant **HEREBY COVENANTS** with the Landlord as follows: -

- 1.1 The Tenant shall pay the Rent hereinbefore reserved at the times and in the manner aforesaid clear of all deductions whatsoever.
- 1.2 The Tenant shall use the Land for the purposes of: -
 - 1.2.2 establishing a tented camp or semi-permanent camp and /or build operate and manage a tourist lodge.
 - 1.2.3 managing and developing all kinds of tourist activities and other forms of tourist accommodation facilities.
 - 1.2.4 construct from indigenous material game viewing hides and platforms and similar structures for use by tourists.
- 1.3 The Tenant may erect or cause to be erected at its own costs barriers and gates and employ askaris on such terms as it may decide at the access points to the Land to prevent entry by persons other than its agents employees invitees or clients and further to use its reasonable endeavours to ensure that no degradation of the Land, its flora or fauna is permitted.

The Tenant may collect fuel wood throughout the Land sufficient for water heating campfires and cooking.

The Tenant shall:

use its reasonable endeavours to ensure any human effluent produced in any permanent lodge or camp is treated through a digester system or such other environmentally friendly system and that any liquids produced are reused on the lodge and camp grounds **PROVIDED THAT** long drops can be used at temporary camp sites;

dispose of any organic waste in compost pits inaccessible to animals;

dispose of any combustible waste by burning and adding the same to the compost pits;

dispose of any plastics metal glass or toxins in sealed containers to be ferried away from the Land.

- 1.6 The Tenant shall not do or permit to be done anything which may be or become a substantial nuisance, annoyance or disturbance on the Land.
- 1.7 The Tenant shall where practicable employ the services of the local people from the surrounding area in addition to other non local skilled labour.
- 1.8 The Tenant shall 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 Land and to indemnify the Landlord against any losses or damages resulting from the Tenant's or its agents' or employees' failure to comply with any such requirement.
- 1.9 The Tenant shall not assign, transfer, sublet, charge or part with possession of the Land or any part thereof without notification to the Landlord.
- 1.10 The Tenant during the continuance of this Lease shall be responsible for its employees, agents or invitees in relation to its operations in the Land and shall indemnify the Landlord for any loss or damage to the Land caused by the Tenant, its employees, agents or invitees and against all actions, proceedings, claims, costs and demands for personal injury (including death) or damage to property which may be made against the Landlord or any of his employees, or agents arising out of or in connection with anything done or omitted by the Tenant, its employees, agents or invitees in the Land.
- 1.11 The Tenant shall pay all costs in connection with the preparation and completion of this Lease together with stamp duty and registration fees.

2. **LANDLORD'S COVENANTS**

The Landlord **hereby covenants** with the Tenant as follows: -

- 2.1 The Tenant paying the Rent hereinbefore reserved and observing and performing the covenants herein contained shall peacefully hold, exclusively use and quietly enjoy the Land for the duration of the Term hereby granted without any interruption whatsoever by the Landlord or any person lawfully claiming under or in trust for the Landlord.

The Tenant shall have exclusive right to:
establish a tented camp or semi-permanent camp and /or build operate and manage a tourist lodge on the Land.

access and use the Land to conduct game viewing and photographic safaris by foot horseback or vehicle.

manage and develop all kinds of tourist activities and other forms of tourist accommodation facilities on the Land.

2.2.4 construct from indigenous material game viewing hides and platforms and other similar structures for use by tourists on the Land.

- 2.3 The Landlord shall not to allow any other tour operators to enter or use the Land whether for game viewing, overnight camping or for any other purpose.
- 2.4 The Landlord shall not erect or permit to be erected other than by the Tenant any other tented camps lodges permanent or semi-permanent structures within the Land.
- 2.5 The Landlord will allow the Tenant to draw water from the Land or as far as he can arrange it from the surrounding area.
- 2.6 The Landlord will not graze livestock on the Land and will use his best endeavours to ensure that no cattle belonging to any one else graze thereon.
- 2.7 The Landlord if so required by the Tenant shall use his best endeavours to arrange for exclusive free and uninterrupted access to property adjacent to the Land for use by the Tenant its employees agents or invitees.
- 2.8 The Landlord will use his best endeavours to ensure no lease agreement is entered into with any person or company for the establishment or operation of any tourist or safari camp, lodge, self help banda or any other temporary tourist facilities on the property adjacent to the Land.
- 2.9 The Landlord will use his best endeavours to provide channels of communication between the Tenant and the people living in the area surrounding the Land.
- 2.10 The Landlord shall ensure that all local people living within or around the Land (if any) are made aware of this Lease and comply with its terms and conditions.
- 2.11 The Landlord will use his best endeavours to ensure that no local people living around the Land construct any buildings of any kind within ten (10) kilometres of the boundary of the Land.
- 2.12 The Landlord shall not lease or grant any rights in the Land or any portion thereof to any other person for similar or other purposes during the continuance of this Lease.
- 2.13 The Landlord shall obtain all consents (including the relevant Land Control Board consent) and any other approval required by Law to give legal effect and validity to this Lease.
- 2.14 The Tenant shall be responsible for payment of all rates taxes charges or duties of whatever description that may be levied imposed or charged by the Government of Kenya or any local government authority upon the Land.

3. **AND PROVIDED FURTHER THAT IT IS HEREBY AGREED AND DECLARED** as follows: -

In the event of:

the Tenant failing to make payment of the Rent hereby reserved or any part thereof within thirty (30) days after the date for payment of such rent: or

either party failing to perform any of the obligations placed on it by the terms of this Lease:

and failing to remedy such default, whether of observation or performance, within thirty (30) days of service of written notice specifying the default and requiring its rectification if possible, then the non-defaulting party may at any time thereafter and without prejudice to any other remedy which it may have in law including the right to payment of damages, terminate this Lease forthwith without further notice to the defaulting party.

In the event of either party being prohibited by any law, regulation or requirement of any Government or Governmental authority from complying with the terms of this Lease, such party shall have the right forthwith to terminate this Lease by thirty (30) written notice.

Neither party shall be liable for failure or delay to perform its obligations under this Lease caused by or attributable to force majeure, including but not limited to acts of God, fire, explosion, perils of the sea, war, riot, clashes, accident, embargo or compliance with any order, action direction or request of any Government or governmental agency or authority or such other circumstance beyond the affected party's control or power.

The Tenant may terminate this Lease by giving to the Landlord six (6) months written notice, such notice to expire on the last day of the year **PROVIDED THAT** such notice may only be given in the event of the Tenant's loss of business, inability or difficulty to operate its tourist businesses due either to the collapse for whatever reason of the tourism industry in Kenya generally or the collapse of tourism in or around the Land arising from civil disturbance or other cause **PROVIDED ALWAYS** that this subclause will not be unreasonably construed.

5. Any notice or other communication bill or statement provided for by this Lease shall be in writing and any notice communication bill or statement to the Tenant shall be sufficiently served if addressed to the Tenant and delivered to the Demised Premises or sent by registered post to the Tenant's last known address in the said Republic and any notice or communication to the Landlord shall be sufficiently served if delivered by registered post to its aforestated postal address;

5.1 if delivered by hand it shall be deemed to have been duly received by the addressee on the date of delivery.

if posted by prepaid registered post it shall be deemed to have been received by the addressee on the fourth business day following the date of such posting.

5.3 if sent by telex or facsimile it shall be deemed to have been served at the time of transmission.

6. Each party shall, during the term of this Lease and subsequent to its termination, keep confidential all documents, data and information concerning the activities, business methods and other information of the other party which is provided under the terms of this Lease or which comes into its possession as a result of this Lease.

7. Save as may be hereinbefore otherwise specifically provided all questions hereafter in dispute between the parties hereto and all claims for compensation or otherwise not mutually settled and agreed between the parties shall be referred to arbitration by a single arbitrator being a practising advocate of the High Court of Kenya of not less than fifteen (15) years and a member of the Institute of Chartered Arbitrators - Kenya Branch standing assisted by such assessors or professional advisers as the arbitrator shall deem necessary to appoint to sit with him or her to be appointed in default of agreement by the parties by the Chairman for the time being of the Institute of Chartered Arbitrators - Kenya Branch and every award made under this Clause shall be expressed to be made under the Arbitration Act 1995 or any Act amending or replacing such Act.

8. That the Landlord will on the written request of the Tenant served on the Landlord not less than three (3) months before the expiration of the Term hereby created and if there shall not at the time of such service of such request be any existing material breach or substantial material non-observance of any of the covenants on the part of the Tenant hereinbefore contained grant to the Tenant a new lease of the Demised Premises for the further term of Ten (10) years from the expiration of the Term at such rent as shall be mutually agreed upon between the parties hereto and containing like covenants and provisos as are herein contained including this renewal clause **PROVIDED THAT** in the event that an agreement cannot be reached between the parties as to the rent payable in respect of such further term the rent shall be determined by an independent reputable Valuer appointed in writing by both parties **AND PROVIDED FURTHER THAT** in the event that an agreement cannot be reached on the appointment of the said Valuer such rent as shall be determined by a single Arbitrator in accordance with the provisions of the arbitration clause above.

9. The Tenant **hereby accepts** this Lease subject to the terms conditions restrictions stipulations and covenants set forth herein.

IN WITNESS WHEREOF this Lease has been duly executed by the parties hereto the day and year first hereinbefore written.

SIGNED by [redacted] in the)
presence of:)
)
)
)
)
)
Advocate)

I **certify** that the above named person appeared before me on the _____ day of _____ Two Thousand and Two (and being known to me) or identified by _____ acknowledged the above signatures or marks to be his and that he had freely and voluntarily executed this instrument and understood its contents.

Signature and Designation of Person
Certifying

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

I **CERTIFY** that the above named Directors appeared before me on the _____ day of _____ Two Thousand and Two (and being known to me) or identified by _____ acknowledged the above signatures or marks to be theirs and that they freely and voluntarily executed this instrument and understood its contents.

Signature and Designation of Person
Certifying

The form of this instrument was approved by the Chief Land Registrar under Section 108 of the Registered Land Act on under his reference number

REGISTERED this _____ day of _____ 2002.

LAND REGISTRAR

Schedule 2**Assets****....., DETAILS PERTAINING TO SCHEDULE 2
BEING SOLD AS IS, WALK-IN, WALK-OUT****CROCKERY**

Dinner plates white pyrex	20
Medium plates white pyrex	23
Side plates white pyrex	28
Soup bowls white pyrex	19
Clay butter dishes with saucers	2
Glass butter dishes	4
Large serving bowls white pyrex	10
Serving bowls (glass)	3
Pyrex casserole dishes, white, round	4
Pyrex glass bowls	3
Pyrex, small serving round bowls white.....	3
Pyrex large round serving bowls white	4
Meat platters white pyrex	8
Pie dishes white	4
Pie dishes glass.....	1
Oblong white pyrex casserole	5
Gravy jug platters white pyrex	6
Casserole assorted glass tops	20
Souffle glass dish	1

CROCKERY CONTINUED

Glass plate	1
Cocktail nut plates	3
Tea cups white pyrex.....	25
Saucers, white pyrex.....	27
Pudding dishes glass.....	18
Coffee pots, big	2
Coffee pots, medium	1
Coffee pots, small	7
Tea pots, big	1
Tea pots, small	4
Tea kettles, small yellow	4
Milk jugs, large	3
Milk jugs, medium	12
Milk jugs, small	4
Sugar bowls small	10
Sugar bowls large	2
Bread toast racks	4
Salad dressing holders	3
Salad dressing bottles for above	6
Metal egg cups	23
Big silver platters serving.....	2
Water glasses (rooms).....	24
Net/bead sugar bowl and jug covers	14

CROCKERY CONTINUED

Champagne glasses	7
Mixed glasses	22
Brandy glass	2
Wine glass	26
Water jugs	2
Ice buckets	2
Trays	13
Glass fruit bowls	2
Gravy jugs	6

CUTLERY

Fish knives	27
Fish forks	5
Knives	42
Forks	40
Dessert spoons	20
Soup spoons	24
Soup ladels	2
Serving spoons, large	2
Serving spoons, medium	3
Serving forks	4
Teaspoons	32
Ice tongs	4

Salad tongs 1

CUTLERY CONTINUED

Ice cube trays 8

Carving forks 5

Carving knife 1

KITCHEN AND OTHER UTENSILS

Bread knives 2

Butter knives 3

Wine Openers 3

Saucepans, large)
Saucepans, medium) 14
Saucepans, small)

Large wash-up pots 3

Frying pans 5

Roasting pans 4

Oblong baking trays 3

Pie baking tins 2

Chopping Boards 4

Kettles 3

Frying wire for chips 1

Jiko 1

Drainage rack 1

Oven boxes..... 2

Cake baking tins, round..... 2

Cake / bread baking tins, oblong..... 8

KITCHEN AND OTHER UTENSILS CONTINUED

Cake baking tins, cup cakes	2
Assorted utensils include:	
Tin opener	
Grater	
Rolling pin	
Kitchen spoon	
Tenderiser	
Masher	
Garlic crusher	
Whisks	
Seive	
Knives	
Wood spoons	
Mixing bowls	2
Measuring cups and spoons	
Icing decorator set	
Round useful kitchen metal bowls	4
Mincer	1
Water jugs, plastic	10
Water scoop jugs	12
Ashtrays	39
Metal candle holders	12
Glass tops to cover candles	16
Glass candle holders	2
Umbrellas	6
Coat hangers	37
Soap containers	17

Plastic cups for scooping soil 8

UTENSILS CONTINUED

Water buckets 11

Waste baskets 9

Soil buckets 8

Flashlights 9

Gas lights 3

Bedside battery lights 6

Mirrors, size 6.5" x 6.5" 10

Mirrors size 11.5" x 9" 5

Mirrors size 13" x 11" 7

Washing Basins, with stands 16

Hot Water Bottles 8

Large Thermos' 2

Pressure lamps 12

Kerosene Lamps 9

Metal jerricans 10

Plastic jerricans 4

Plastic drums for water 15

Metal drums for fuel 8

Plastic bins (kitchen)..... 3

Water filter..... 1

TENT FURNISHINGS AND SIMILAR ITEMS

Canvas safari chairs , metal.....	20
Canvas safari chairs, wood	13
Canvas stools	11
Metal queen size beds	5
Metal single beds	23
Wood Tables, mess, 60" x 36"	4
Wood Tables, large 40" x 33"	12
Wood Tables, small 22" x 22".....	12
Tables, metal, medium 30" x 20".....	14
Tables, metal, small 20" x 20".....	4
New Queen size mattresses	5
New single mattresses.....	9
Single camp mattresses	4
Extra long bit mattress piece 12" x 6"	1.
Safari seat cushions	14
Honda Generators EB3000S	1
Honda Generator EM3000SX	1
Deep freezers	2 with wood travelling boxes
Refrigerators	2 with wood travelling boxes
Water Pump SE850X, GX120 Honda.....	1
Hoses (1 inlet, green 20', & 1 delivery, black 28.5')	

TENT FURNISHINGS AND SIMILAR ITEMS

Blue Cooler bags	4
Brown carpets, older.....	3
New Carpets assorted colours, 54" x 30"	23
Foot mats	28
Rubber mats.....	16
Laundry bags	8
Wood shelves (for stocks in frames) store	3
Wooden shelves for hanging.....	9
Wood rail for hanging towels	9
Shower/loo boards	10
Metal trunks	9
Metal toilet stand only	1
Metal toilet stand with wooden seats	10
Wood stand rails for hanging clothes	6

STAFF

Blankets.....	34
Pillows	20
Pillow cases	20

LINEN

Queen size (American) sheets	5 pairs
Queen size (Kenya) sheets	3 pieces
Single size (Kenya) sheets	28 pieces
Single size (American) sheets	11 pairs
Queen size bed covers	3
Single bed covers	23
Brown bed covers	2
Queen size blankets	12
Single blankets	48
Pillows (new)	50
Bath Towels (SA)	13
Bath Towels (Kenya)	4
Hand towels (SA)	15
Hand Towels (Kenya)	1
Shower mat towels	7
Face cloths (SA).....	16
<u>Table:</u>	
Table cloths (small).....	4
Table cloths 2(large) + 8 napkins to match	
Table cloths(med)	10
Table napkins (maroon)	10
Table napkins (blue)	6
Table napkins (small)white	19
Table napkins (large) white	10
Kikois	2
Kangas	14
Table curtains enough for bar and buffet	

WOODEN CAMP BOXES

3 Wooden Picnic boxes, as follows:

Picnic Box No.1

12 large plates
medium plates
small plates
cereal bowls
18 knives

WOODEN CAMP BOXES CONTINUED

5 forks
5 dessert spoons
5 teaspoons
butter knives
mugs
thermos flasks
small juice glasses
bread knife
sugar bowl

Picnic Box No.2

large plates
medium plates
small plates
cereal bowls
18 knives
5 forks
5 dessert spoons
teaspoons
mugs
3 thermos flasks
small juice glasses
bread knife
1 each salt and pepper

Picnic Box No.3

Plastic cups
Thermos flasks

ASSORTED FOOD CONTAINERS, Plastic

Other wood boxes:

2 for generators kamara

3 for glass store
2 large in old mess tent
1 large in kitchen
6 large in mess
6 small

Medical box

At the house, further boxes:

Large wood box x 1
Medium square boxes x 2
Small wood boxes x 2
Smaller wood boxes x 5

TENTS

Staff kitchen shelter PVC with metal frame.... 1
Dimensions to be added

Main Kitchen shelter PVC, metal frame 1
Dimensions to be added

Scullery shelter PVC, metal frame..... 1
Dimensions to be added

Tent No.1 (C1), Manyara

Dimensions:

Height, wall 5'
Height, center 7'
Width 12'
Length 14'
Windows, each side 3
Windows, end walls 2 each
Door, front and rear
3 Complete stringers and all suspension belts, +/- 30 per tent
PVC Fly sheet, length 21' width 16'
legs per side, 3 bay frame for fly sheet
Fly extenders, 8
Verandah ground sheet PVC 4'6" x 12'

PVC Shower tent, complete with frame, bucket shower, gantry, tub, dividing screen and tubing

PVC Loo tent, complete with frame
Bathroom area ground sheet 12' x 12'

Set of packing Bags - complete

TENTS CONTINUED

Tent No.2 (C2) Manyara

Details exactly as for Tent No.1, C1

Tent No.3

Details exactly as for Tent No.1, C1

Tent No.5

Details exactly as for Tent No.1, C1
EXCEPT FOR:
Frame 4 bay, 5 legs per side
Extenders x 4 for fly sheet
PVC Fly sheet 26' long and 16' wide
PVC Front ground sheet 12' x 12'
PVC Rear ground sheet 12' x 12'

Tent No.8

Details exactly as for Tent No.5

Tent No. 4 (K&D 5) large

Dimensions:
Height, wall 4'6"
Height, center 6'6"
Length 10'
Front and rear doors
Windows, 2 each, front, rear and sides
3 Stringers, +/- 18-20 suspension straps

Fly sheet, width 14'

Length 16'
Fly extenders 6

Frames, 2 bay, 3 legs per side

PVC Front ground sheet, 5' 6" wide and 9' long
Bathroom area groundsheet, green PVC 12' x 12'

PVC Shower unit complete with frame, bucket shower, gantry, tub, dividing screen

TENTS CONTINUED

PVC Loo tent complete with frame

Set of packing bags complete

Tent No.6 (K&D 2)

Details exactly as Tent No.4

EXCEPT:

3 PVC ground sheets, rear 9'6" x 4'6' loo 5' x 7' shower 9' x 5'

Tent No.7, K & D large

Exactly as Tent No.4

EXCEPT:

PVC Front ground sheet 9' x 5'

PVC Rear, two ground sheets 9' x 5'

Tent No.9, small K & D

Exactly as for K & D No.4

EXCEPT:

Dimensions:

Height, wall 4'6"

Height, center 6'6"

Length, 9'6"

Width, 9'

Complete PVC Shower

Complete PVC loo

Tent No.10, K & D Large

As for Tent No.4

Complete PVC shower
Complete PVC loo

Tent No.11, K & D Large

As for Tent No.4

Complete PVC shower, not set up but in the store

Complete PVC loo, not set up, but in the store

IN THE STORE

Poles:

Bag of wooden tent poles 18

Straight steel poles 9' long, light green 5

Straight steel poles 6' long, light green 12

Straight steel poles 7' long with spikes, light green 12

Straight steel poles 6' long with spikes, light green 9

Bundles x 2, each with 6 shower gantry bottoms, olive green

Bundle x 1, with 6 shower gantry bottoms, light green

Bundle x 1, 3 shower gantry bottoms

Bundle x 1, 3 shower cross beams with rosette mounting

Bundle x 1, 3 gantry tops

Bundle of 3 poles 5', narrowed both ends, light green

Bundle of 3 poles 3' narrowed both ends, light green

Bundle of 20 assorted poles, olive green

Odd poles, 1 x 7' and 1 x 6'

Bundle 6 poles miscellaneous 4', olive green

Bundle 4 poles miscellaneous 3', olive green, tapered both ends

34

1 Bag of 9 old wooden poles

Bundle of 11 roof angles for shower tent, light green

Bundles roof angles for shower tent, olive green

Bed sections from camp bed x 2

1 Metal ammo box with tent pole caps

Wash stands x 2

Empty trunk x 1

IN THE STORE CONTINUED

Trunk, table linen x 1

Boxes for glasses x 3

Picnic boxes x 3

Blue picnic bags x 4

Bed end for extending a single x 1

Stool x 1

Toilet seats x 2 (1 being used as radio table, 1 in the store)

Wooden dining tables x 2

Large green wooden box with towels

Large green wooden box with: 1 lorry cushion, 1 extra piece of mattress, 3 small mats, assorted spare bags.

Old Plastic toilet seats x 4 (behind the green boxes)

Wooden safari chairs x 3

Metal safari chairs x 4

Tools, under the table 1

Long chou diggers x 2

Pangas x 3

Tarimbo x 1

Sledge Hammer x 1

Slasher grass cutters x 6
Pik x 1
Shovels x 2
Jembes x 2
Rake x 1
Drum of toilet dawa x 1

Under Table 2

1 bag with 3 sets shower gantrys
1 bag with complete toilet
1 bag with complete toilet
4 box bags (see other list)
1 bag with dining shelter bags

IN THE STORE CONTINUED

For Tents Nos. 9, 10 and 11 complete set of packing bags each

Mess Tent – light coloured canvas bag, with green base, complete packing bag set

Bar Tent – light coloured canvas bag, with green base, complete packing bag set.

DETAILS OF MISC. CANVAS BOX BAGS IN STORE

Bag 1

Old lorry tarp
shower partitions x 2 (new) for the 2 larger size showers
Scrap canvas, one piece

Bag 2

Long spare pole bags x 7
Medium spare pole bags x 2
Old mess box bag (torn)

Bag 3

Complete shower with tub, gantry, frame

Bag 4

Box bag with 4 empty bags inside

Bag 5

Contains 3 square bags
Long pole bags x 4
Medium pole bags x 2

Each tent has its own bag of tent bags as follows:

Tents 1, 2, and 3 (Manyara type)

Big tent bag x 1

Square bag x 1

Box bag for angles x 1

Long pole bag x 1

Shower: large bag x 1

Square bag x 1

Toilet: 1 bag

TENTS CONTINUED

Tents 4, 6, 7, 9, 10, 11 (K & D Type)

Tent box bag x 1

Square bits bag x 1

Long pole bag x 1

Shower: 1 long bag, 1 square bag

Toilet: 1 square bag

Tents 5 and 8 (white bags) (Extended new Manyara type)

Big tent box bag x 1

Small box bag x 1

Square bits bag x 1

Long poles bag x 1

Shower: Long bag for poles x 1, bits bag x 1

Toilet: Long bag x 1

Mess and Bar, each has beige and green packing bags

Mess:

Big box bag x 1

Medium box bag x 1

Long pole bags x 3

Square bits bag x 1

Bar:

Big box bag x 1

Medium box bag x 1

Long pole bags x 3

Square bits bag x 1

COMMUNICATION EQUIPMENT

Radios for communication camp/Nairobi 2
Pye SSB130 HF Radios each with 2 dipole antennas

Radios for vehicle communication3
Icom multi-frequency digital VHF with whip antennas

GENERAL SECURE STORE

Metal prefab section structure L 60' W 15' and WH 6' CH 10'
Double door
Timber for shelves
Presently dismantled, but at the campsite.

VEHICLES

Toyota Landcruiser
.....
....., 3980cc

Toyota Landcruiser
....., 3980cc

Mercedes Benz Lorry
.....
.....5675cc

WEBSITE INFORMATION:

DOMAIN NAME:

.....com

..... Domain Registration

This was renewed, and has been paid for, by in....., for the next two years.

Account details are as follows:

Username:

Password:

The trade or business name of the Camp i.

Full details of all visitors to the Camp and enquiries concerning the Camp, including names, addresses and contact details together with the comment / visitors book at the Camp.