



SUBLEASE AGREEMENT :

entered into by:

Luri River Development Company, Company Registration Number 3547, registered in Juba, S Sudan, on the 17th October, 2008.

(the "SUBLEASOR")
of Juba, S Sudan
and

Name

.....
.....

(the "SUBLEASEE")

Postal Address

.....
.....
..... Code

Physical Address

.....
.....
..... Code

Tel. No (Home) (Business)

Facsimile No (Cell)

Identity No./Registration No.

Marital Status (if the SUBLEASE is an individual)

E-Mail Address

1. SCHEDULE

1.1 Property Description:

Plot No.
Luri River Waterfront, Juba, S Sudan
as will more fully appear outlined in red on the plot PLAN

Extent in square metres (approximately)

1.2 (a) Nett Sublease Price US \$.....

(b) Water Bulk infrastructural contribution US \$ 0 0 0 0 0 0 0 0 0 0 0

(c) Sewer Bulk infrastructural contribution US \$ 0 0 0 0 0 0 0 0 0 0 0

(d) Electricity Bulk infrastructural contribution US \$ 0 0 0 0 0 0 0 0 0 0 ..

1.3 Total Sublease Price US \$.....

1.4 Less

CASH Price of: 0 0 0 0 0 0 0 0 0 0

OR

5% deposit due on 0 (within 48 hours of signing this agreement).
35% due on 0 0 0 0 0 .. (within 30 days of signing this agreement)
30% due on 0 0 0 0 . (within 12 months of signing this agreement)
30% due on 0 0 0 0 . (within 24 months of signing this agreement)

DATE OF SUBLEASE 0 0 0 0 0 0 0 0 . (after final payment).

US \$.....0 0 0 0 0 ..

OR

Property Description / Apartment Number.....

Prices (subject to change):

1 bedroom apartment 67 sqm \$ 125 000

2 bedroom apartment 80 sqm \$ 150 000

Payment Terms:

5% deposit of 0 0 0 0 0 0 due on 0 0 0 0 0 0 (within 48 hours of signing this agreement)

25% deposit of 0 0 0 0 0 .. due on 0 0 0 0 0 0 ..

30% deposit of 0 0 0 0 0 0 . due on 0 0 0 0 0 0 . (on issue of 50% completion certificate by architect)

30% payment of 0 0 0 0 0 0 due on 0 0 0 0 0 .. (upon issue of 80% completion certificate)

10% payment of 0 0 0 0 0 0 .. due on 0 0 0 0 0 (upon possession)

1.6 Monthly ESTATE levy US \$0 0 0 0 0 0 0 ..

1.7 DATE OF SUBLEASE

2. WHEREAS:

2A: The sublessor has leased a plot detailed in Annex 1 (hereinafter referred to as %Luri River Development+from the Luri River Community for a period of 30 years commencing April 2nd 2009.

2B: The Town Planning Board of the Directorate of Lands & Town Planning at the Ministry of Physical Infrastructure of the Central Equatoria State Government approved the plan for development of the Luri River Development at a sitting no. 2/2010. The approval is detailed in annex 2 attached

2C: The Directorate of Lands & Town Planning at the Ministry of Physical Infrastructure of the Central Equatoria State Government issued the land lease to Luri River Development Co. Ltd on 14th June 2010 under reference number MPI/DI&TP/CES/38.A.1. A copy of the lease documentation is attached as annex 3.

2D: The subleasee wishes to secure one plot of 0 0 0 0 square meters (0 .m x 0 0 m) (**the plot**). The plot is situated in the Luri River Waterfront as detailed in annex 4 attached.

2E: The sublessor and subleasee have entered into this AGREEMENT to record the terms and conditions of their agreement.

3. SUBLEASE

Subject to and in accordance with the provisions hereof, and the CONDITIONS OF SUBLEASE annexed hereto as ANNEXURE "A", the SUBLEASOR leases and the SUBLEASEE secures the PROPERTY, for the sub lease price referred to in paragraph 1.3 of the SUBLEASE AGREEMENT.

4. PREPAYMENTS AND GUARANTEES

4.1 All amounts referred to in 1.4 of the SUBLEASE AGREEMENT shall be paid or secured as follows:

4.1.1 All cash payments shall be paid to Luri River Development Company, bank details as follows:

Account Name:	Luri River Development Co Limited
US \$ Account Number:	200-1211119326
SDG Account Number:	200-2211119327
Bank:	Equity Bank Limited
Branch:	Juba, Southern Sudan

4.1.2 In respect of amounts to be guaranteed the SUBLEASEE shall by the due date furnish the LRDC with a guarantee from a registered Sudanese commercial bank, in a form and on terms acceptable to the SUBLEASOR, expressed to be payable on the DATE OF SUBLEASE.

4.2 The SUBLEASEE shall secure the due payment of the amount referred to in 1.3 of the SUBLEASE AGREEMENT by furnishing the SUBLEASOR with a guarantee from a registered Sudanese Commercial bank, in a form and on terms acceptable to the SUBLEASOR, for such amount. The guarantee will be expressed payable on the DATE OF SUBLEASE.

4.3 The guarantee referred to in 4.2 shall be furnished by the TENANT within 7 (SEVEN) days after request therefor by LRDC; provided that if the SUBLEASEE requires a loan for the amount stated in 1.3 of the SUBLEASE AGREEMENT, such guarantee shall not be called for until the loan has been granted or until expiry of the 7 (SEVEN) day period referred to in 2 of the CONDITIONS OF SUBLEASE (whichever occurs first). Alternatively the SUBLEASEE shall be entitled to pay the amount referred to in 4.2 above in cash, which amount shall be dealt with *mutatis mutandis* as provided for in 4.1.1 above.

DATED at this day of 2010

AS WITNESS:

.....

SUBLEASEE: I acknowledge that I am acquainted with and understand the contents of this AGREEMENT and that all the annexures referred to in this AGREEMENT were attached hereto when I signed same.

AS WITNESSES :

1.

2.

Guarantor

DATED at this day of
..... 2010

AS WITNESSES:

.....

LURI RIVER DEVELOPMENT COMPANY
(LANDLORD)

(TO BE AUTHENTICATED BY AN ADVOCATE)

2 LOAN FROM FINANCIAL INSTITUTION

2.1 If the SUBLEASEE requires a loan for any portion of the amount stated in 1.3 of the SUBLEASE AGREEMENT, the SUBLEASEE undertakes forthwith to apply for the said loan and if such loan is not granted, within 30 days of signature of this SUBLEASE AGREEMENT. If payments are not received on dates detailed in 1.4, the SUBLEASOR shall be entitled to terminate the SUBLEASE AGREEMENT and the SUBLEASEE shall forfeit all payments made.

2.2 Should the SUBLEASEE require a loan to fund the payment of the purchase price or part thereof, as contemplated in paragraph 2.1 above, the SUBLEASEE shall be obliged to make an application through It is recorded however that the SUBLEASEE shall not be limited to . in making such application for the loan and may make other applications if it so requires. The SUBLEASEE shall not be obliged to accept any loan granted through its application to

3 CONDITION OF PROPERTY

3.1 The PROPERTY is subleased, absolutely as it stands, with all its defects (if any) whether patent or latent. Furthermore the SUBLEASEE acknowledges that he is familiar with the boundaries and extent of the PROPERTY and that the SUBLEASOR through its AGREEMENT or may be constructing roads, laying services and landscaping within the ESTATE and on the PROPERTY and agrees that the PROPERTY will be subleased to him as it then is after the completion of the work as contemplated in this clause.

4 POSSESSION

4.1 The TENANT shall take possession of the PROPERTY from the DATE OF TRANSFER from which date the risk in the PROPERTY shall pass to the TENANT and from which date he shall be liable for the payment of all rates, levies and other outgoings attributable to the PROPERTY.

5 RIGHTS AND OBLIGATIONS IN RESPECT OF OCCUPATION

The SUBLEASEE acknowledges that on the DATE OF SUBLEASE the ESTATE may be incomplete and that he and every person claiming occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting there from and the SUBLEASEE shall have no claim whatsoever against the SUBLEASOR by reason of any such inconvenience.

5.2 From the DATE OF SUBLEASE, the SUBLEASEE

5.2.1 shall be entitled to beneficial occupation of the PROPERTY and the PROPERTY shall be used for residential purposes only and for no other purpose whatsoever. The maximum number of persons that shall be entitled to occupy the PROPERTY shall be determined by multiplying the number of bedrooms of any dwelling erected on the PROPERTY by two,

5.2.2 shall be liable for the payment of all services provided to the PROPERTY in the form of telephones, television, electricity and water and any deposits payable in connection with the supply of any such services,

6 LEVY AND OTHER CHARGES

6.1 The SUBLEASEE accepts liability with effect from the DATE OF SUBLEASE for payment of a monthly levy to the SUBLEASOR for the ongoing provision of ESTATE management services including perimeter security, road maintenance and refuse removal. Water, Electricity and Internet will be supplied on a prepaid basis.

7. ARCHITECTURAL AND LANDSCAPE CONTROLS AND IMPROVEMENTS TO PROPERTY

7.1 In order to maintain high standards and with a view to ensuring an attractive and harmonious development within the ESTATE, all owners of Plots within the ESTATE shall be required to adhere to the Building and Design Code and Town Planning Controls referred to in Annexure ..+hereto and the ENVIRONMENTAL MANAGEMENT PLAN.

7.2 In order to minimise the disruption caused by the construction of the dwelling on the PROPERTY to residents of the ESTATE, LRDC shall impose strict controls on the aforesaid building process. In no way detracting from the generality of the aforesaid it is specifically recorded that the SUBLEASEE shall be required to complete the erection of a dwelling on the PROPERTY within 24 (TWENTY FOUR) calendar months after having commenced the erection of same. Should the DATE OF COMPLETION not have occurred within 24 (TWENTY FOUR) months from the date upon which the SUBLEASEE commences construction of the dwelling on the PROPERTY then, in that event, the SUBLEASEE shall be liable for payment of a monthly fine to LRDC, the amount of which shall be set by the directors of LRDC in their

sole and absolute discretion, but which at present, is in the amount of US\$ 300 (THREE HUNDRED AMERICAN DOLLARS) per month (or part thereof).

7.3 Notwithstanding the provisions of clause 7.1 above or anything to the contrary herein or elsewhere contained any dwelling or other structure to be erected on the PROPERTY shall be erected strictly in accordance with building plans which have been submitted to and approved of in writing by the LRDC and the local or any other competent authority and no work whatsoever shall commence on the PROPERTY until such time as the relevant approvals have been obtained.

7.4 To enable LRDC to consider any such request for approval the SUBLEASEE shall provide the LRDC with the following:

7.4.1 A site diagram showing the external boundaries of the building footprint and position of the dwelling to be erected on the PROPERTY together with a detailed sketch plan of all buildings and other fixtures to be erected on the PROPERTY giving details of all external finishes as well as all elevations and sections sufficient to indicate the required site works. (The sketch plan shall be drawn to a scale as directed by LRDC and shall comply with the National Building Regulations).

7.4.2 Details of construction materials to be used.

7.4.3 The fee prescribed by LRDC in respect of the perusal and approval of building plans.

7.4.4 A geo-technical report of the PROPERTY undertaken by a professional geo-technical engineer.

7.4.5 A detailed survey of the PROPERTY which shall include the position of the following:

7.4.5.1 the road edges and road markings;

7.4.5.2 all services, including but in no way limited to water, stormwater, sewer and electricity services (proposed services, not installed as a result of the construction programme, should also be shown);

7.4.5.3 all embankments;

7.4.5.4 all retaining walls;

7.4.5.5 road reserves and cadastral boundaries of the PROPERTY;

7.5 No work whatsoever shall commence on the PROPERTY until such time as LRDC have approved the final working drawings in respect of the buildings to be erected on the PROPERTY.

7.6 Any building or other structure to be erected on the PROPERTY shall be designed by an architect accredited by the LRDC and constructed by a AGREEMENTor accredited by the LRDC, which construction shall be supervised by an architect or project manager accredited by the LRDC.

8. RULES

The SUBLEASEE acknowledges that the directors of the LRDC shall be entitled at all times to lay down rules in regard to .

the preservation of the natural environment,

vegetation and flora and fauna in the ESTATE (including, but in no way limited to, the use of exotic and indigenous plants),

the right to keep any animal, reptile or bird,

the use of recreation and entertainment areas and amenities and facilities and the right to make a reasonable charge for such use,

the use and control of business premises in the ESTATE,

the storing of flammable and other harmful substances,

the conduct of any persons within the ESTATE and the prevention of nuisance of any nature to any owner of immovable property in the ESTATE,

the use of land within the ESTATE,

the imposition of fines and other penalties to be paid by members of the LRDC and persons accredited to work on the ESTATE,

the management, and administration and control of the common areas and open spaces,

the erection of all buildings and other structures, including but in no way limited to, service connections to the buildings,

the establishment, installation and maintenance of gardens, both public and private (including the accreditation of landscape architects, landscapers, and garden maintenance personnel),

the use by the owners or their tenants of buildings and all other structures and the upkeep, aesthetics and maintenance of such buildings,

the appointment of estate agents and letting agents (insofar as this does not conflict with the rights of the SUBLEASOR) re land on the ESTATE,

the accreditation of the managing agents to manage sectional title schemes on the ESTATE,

the use of roads, pathways and open spaces,

generally in regard to any other matter which the LRDC from time to time considers appropriate, and the SUBLEASEE undertakes and shall be obliged, with effect from the DATE OF SUBLEASE, to abide by such rules as if he was the owner of the PROPERTY and to ensure that all tenants, nominees, invitees and other persons who occupy the PROPERTY and/or go upon the ESTATE by virtue of the SUBLEASEE's rights thereto, do likewise.

9. SUBLEASE

Once the PROPERTY is registrable the CONVEYANCERS shall pass transfer of the PROPERTY to the SUBLEASEE as soon as is reasonably practicable in the circumstances, provided the SUBLEASEE has complied with all his obligations under this AGREEMENT.

The SUBLEASEE shall, within 7 (SEVEN) days of being called upon to do so by the CONVEYANCERS-

pay to the CONVEYANCERS all costs of and incidental to the effecting of sublease of the PROPERTY (Conveyancers will charge SDG 500 per sub lease agreement) to the SUBLEASEE, including stamp duty, bond costs, bank charges and all conveyancing fees and disbursements;

furnish all such information, sign all such documents and pay all such amounts that may be necessary or required to enable the CONVEYANCERS to pass transfer of the PROPERTY;

No liability of any nature whatsoever shall attach to the SUBLEASOR arising out of any delays in effecting transfer of the PROPERTY to the SUBLEASEE.

The SUBLEASEE shall be obliged to accept sublease of the PROPERTY subject to -

the conditions, reservations and servitudes which burden the PROPERTY;

10. SUBLEASEE'S ACKNOWLEDGEMENTS

The SUBLEASEE acknowledges that he is aware of the intended future development on the ESTATE by the SUBLEASOR. Such development is intended to involve the establishment, inter alia, of high quality residential units on various portions of the ESTATE so designed as to facilitate an aesthetic and harmonious style blending with the environment. The SUBLEASEE hereby undertakes that he will, at all times, co-operate with the SUBLEASOR in an endeavour to facilitate the success of the said developments. Also in this respect, the SUBLEASEE undertakes that he shall not unreasonably interfere with any such proposed development nor lodge an objection with any competent authority in respect of any such development. The SUBLEASEE agrees he will not unreasonably object to any application made by or on behalf of the SUBLEASOR, its nominee or agent for any change of use or additional use in respect of any property within the ESTATE. In no way detracting from the generality of the aforesaid, the SUBLEASEE specifically acknowledges that owners of land surrounding the PROPERTY will be erecting buildings and other structures on surrounding land which may block or otherwise interfere with the views from the PROPERTY. The SUBLEASEE agrees that he/she shall have no right to object to the construction of any building or other structure on land in the ESTATE on the basis that such building or other structure blocks or otherwise interferes with the views from the PROPERTY nor will he/she have any claim for alleged diminishment in the value of the PROPERTY arising out of any interference with the views from the PROPERTY by reason of the construction of any building or structure.

The SUBLEASEE acknowledges that:

10.1.1 for reasons of security on the ESTATE and due to the nature of the proposed development of the ESTATE and the various matters about which any subleasee should become aware when subleasing into the ESTATE, if the SUBLEASEE wishes to dispose of the PROPERTY, or any share therein or any subdivision thereof or any sectional title unit erected thereon he/she shall, to the extent that he/she requires the services of an estate agent, make use of the LRDC Estate Agency services at a sales commission of 7% (seven percent) of the purchase price of the property.

10.1.2 any owner who acquires the PROPERTY and who thereafter wishes to dispose of the PROPERTY, shall .

a) to the extent that he requires the services of an estate agent, do so exclusively through LRDC.

10.2 When sub leasing the PROPERTY, the SUBLEASEE shall utilise such documentation (including the standard Sublease Agreement), prescribed by LRDC. LRDC will maintain register of the sublease of the property.

10.3 The SUBLEASEE shall not be entitled to sublease the property to any other third party unless it is a suspensive condition of such sublease that the subleasee, in a manner acceptable to the LRDC, agrees to comply with all rules outlined by LRDC.

11. DEFAULT

11.1 If the SUBLEASEE -

11.1.1 fails to pay any amount in terms of this AGREEMENT, or

11.1.2 commits any breach of the remaining conditions of this AGREEMENT or of the of the RULES, and should the SUBLEASEE fail to remedy such breach within 7 (SEVEN) days of the date of delivery, if delivered by hand, or receipt if posted by prepaid registered post, of a written notice calling on him to remedy such breach, or

11.1.3 commits any breach of the said conditions and commits a repetition of such breach within a period of two months after having been warned by the SUBLEASOR to desist therefrom. The SUBLEASOR shall be entitled, without prejudice to any other rights which it may have at law or in terms hereof and at the SUBLEASOR'S election to .

(a) cancel this AGREEMENT, and retake possession of the PROPERTY, in which event all amounts paid to the SUBLEASOR or to the CONVEYANCERS shall be forfeited to and retained by the SUBLEASOR; alternatively if the SUBLEASOR so elects he may recover any damages however incurred as a result of such cancellation (including any loss and expenses on a resale, whether by public auction or private treaty), in which case the amount or amounts paid to the SUBLEASOR or the CONVEYANCERS may be retained by the SUBLEASOR by way of set off or partial set off against the damages claimed by the SUBLEASOR or

(b) claim immediate performance by the SUBLEASEE of all his obligations in terms of this AGREEMENT whether or not the due date for the performance shall otherwise have arrived.

11.2 For the purposes of this AGREEMENT any act or omission on the part of any tenant, nominee or other person who occupies the PROPERTY, or invitee of the SUBLEASEE, or of such tenant, nominee or other person who occupies the PROPERTY, shall be deemed to be an act or omission of the SUBLEASEE.

12. JURISDICTION AND COSTS

12.1 In the event of any disputes, action or application arising out of this AGREEMENT, the parties hereby consent to the jurisdiction of the Courts of Southern Sudan. Notwithstanding that such proceedings are otherwise beyond the said court's jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court.

12.2 Notwithstanding anything to the contrary herein contained the SUBLEASOR shall have the right at the SUBLEASOR'S sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction.

12.3 In the event of it becoming necessary for the SUBLEASOR to take any action against the SUBLEASEE as contemplated herein, the SUBLEASEE agrees to pay to the SUBLEASOR all the attendant costs and expenses incurred by the SUBLEASOR as between attorney and client.

13. DOMICILIUM / ADDRESS

13.1 The SUBLEASEE chooses as his address for all purposes under this AGREEMENT, whether in respect of court processes, notices or other documents or communications of whatsoever nature the addresses set out in the heading to this AGREEMENT

13.2 Any notice or communication required or permitted to be given in terms of this AGREEMENT shall be valid and effective only if in writing but it shall be competent to give notice by telefax.

13.3 Any notice to the SUBLEASEE:-

13.3.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to the SUBLEASEE at his address shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);

13.3.2 delivered by hand to a responsible person during ordinary business hours at the SUBLEASEE'S address shall be deemed to have been received on the day of delivery; or

13.3.3 sent by telefax to its chosen telefax number shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

13.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by the TENANT shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen address.

14. COSTS

Each party shall bear its own costs incurred in connection with the preparation and execution of this AGREEMENT. BENJAMIN SOGORA, acting as Conveyancing Attorney, will charge SDG 500 per agreement.

18. CESSION

The SUBLEASEE shall not sell, assign, cede or dispose of the SUBLEASEE'S rights under this AGREEMENT without the prior written consent of the SUBLEASOR.

19. SECURITY

The SUBLEASEE acknowledges that the SUBLEASOR has procured the provision of perimeter security and main gate access security facilities included in the ESTATE. The SUBLEASEE agrees that no liability shall rest upon the SUBLEASOR or the LRDC for any failure or insufficiency of any of the security facilities included in the ESTATE, irrespective of the cause thereof, or for any consequential damage the SUBLEASEE may suffer by reason of such failure or insufficiency.

20. ARREARS

20.1 Any amounts in arrear in terms of this AGREEMENT shall bear interest at the rate of 1.5% per month. Interest shall be calculated from the date that such amount becomes due until the date of payment, both days inclusive.

22. BEACONS

The SUBLEASEE acknowledges that at the date of signing this AGREEMENT that the beacons relating to the boundaries of the PROPERTY may not be in place. The SUBLEASOR or its Agent shall point out the beacons to the SUBLEASEE once they are in place whereafter the SUBLEASOR shall have no further obligation to the SUBLEASEE to either point out, or establish any beacons in relation to the boundaries of the PROPERTY.

23. LOCAL AUTHORITY'S WATER, ELECTRICAL AND SEWER SYSTEMS

23.1 The SUBLEASEE acknowledges that the various services to the PROPERTY may not be in place before the DATE OF SUBLEASE. If this is the case the SUBLEASEE agrees to take sublease of the PROPERTY, notwithstanding that the said services have not been installed.

24. LETTING

24.1 In order to ensure that any sublease of any dwelling on the ESTATE is made aware of and complies with the RULES it is agreed that any lease in respect of the PROPERTY shall be reduced to writing, signed by the parties and shall comply with the LRDC requirements (which shall include, but shall in no way be limited to, an explanation of the RULES and an undertaking by the lessee to comply with same, and the signature of the LRDC standard documentation).

25. PLANTING AND SERVICE SERVITUDE

25.1 The PROPERTY shall be subleased to the SUBLEASEE subject to a five-metre planting and services servitude, in favour of the relevant local authority and the LRDC (hereinafter, in this clause 28, jointly referred to as the GRANTEE), the position of which is shown on the PLAN. The aforesaid servitude shall grant the GRANTEE, without compensation, the right to plant any vegetation and to

erect, lay and maintain sewers, drains, water supply and piping within such servitude and electricity mains above or underground. The GRANTEE shall have reasonable access to the area covered by the aforesaid servitude for the purposes of maintenance, removal or extension. The owner of the PROPERTY shall, without compensation, be obliged to allow the sewerage and drainage of any other land or street to be conveyed along such sewers and drains and shall not permit such drain to be damaged or allow any material from whatever source to impede the flow within it.

25.2 No building or other structures may be erected within the aforesaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 1 (ONE) meter thereof nor shall the ground level be altered without the written consent of the GRANTEE.

25.3 The GRANTEE shall be entitled to deposit temporarily on the area of the PROPERTY adjoining the aforesaid servitude, such material as may be excavated by it during the course of construction, maintenance or removal of such sewerage mains and other works as it, in its discretion, may deem necessary and shall further be entitled to reasonable access to the said area for the aforesaid purposes, subject to any damage done during the process of construction, maintenance, removal of such sewerage mains and other works, being made good by the GRANTEE.

25.4 The SUBLEASEE shall without compensation, be obliged to permit such deposits of material or excavation on the PROPERTY as may, in connection with the formation of any street in the township and owing to differences in level between the PROPERTY and the street, be deemed necessary by the GRANTEE, commencing from the boundary of the PROPERTY unless the SUBLEASEE shall, at his cost, elects to build a retaining wall to the satisfaction of the GRANTEE.

25.5 Encroachment over the aforesaid servitude shall at the discretion of the GRANTEE be allowed.