



DIAMOND SHAREHOLDERS AGREEMENT

Between

Limpopo Lipadi Botswana Investments Limited

Herein represented by _____

duly authorised thereto.

And

_____.

(Shareholder)

Herein represented by _____

Being duly authorised thereto.

Preamble:

- A. The Company is the owner of the Owned Properties in the Tuli Block of Botswana:
- B. So long as the requirements of the Constitution of the Company and the Wilderness Agreement are met the Company is obliged to permit the SBU's, appointed by the Shareholder from time to time, to traverse the property forming the Game Reserve and generally to use the Facilities on the Owned Properties as well as the properties owned by third parties incorporated into the Game Reserve.
- C. The Company has entered into agreements with the owners of neighbouring properties whereby the neighbouring properties or portions thereof have been included in the Game Reserve.
- D. The relationship between the owners of property within the Game Reserve as well as the management of the Game Reserve has been embodied in an agreement referred to as the Game Reserve Association Agreement.
- E. A management committee referred to as the Game Reserve Council ("GRC") has been established to manage the Game Reserve on behalf of the GRA.

The parties hereto hereby record the rights, obligations, terms and conditions applicable to the Diamond Shareholding in Limpopo Lipadi Botswana Investments Ltd, supplemented by the provisions of the Constitution of the Company and the contents of the Wilderness Agreement and any other applicable agreements:

1. DEFINITIONS AND INTERPRETATION

- 1.1** This Agreement is subject to the provisions as set out in the Company Constitution and Wilderness Agreement and as such any and all definitions shall not be repeated in this document. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings:

Aesthetics Committee is the Committee comprising of two officers nominated by the Company, one Board member, one member nominated by Diamond Shareholders and one member nominated by Platinum Shareholders. The Committee reports to the Board of the Company and is responsible for reviewing and signing off the architectural plans submitted for improvements on all Sites occurring on the Game Reserve.

Adult Child is any child of the nominated SBU that is over the age of 21 years.

Architectural Guidelines means the Architectural Guidelines and Building Procedures and local Government Regulations adopted by the Company for the design and construction of improvements on all Sites occurring on the Game Reserve;

Agreement means this agreement;

Diamond Lodge means a private residential lodge for the use of the SBU's nominated by the Diamond Shareholder, their spouse or life partner and/or Adult Children of an SBU, guests and visitors accompanied by an SBU;

Diamond Opex Levy means:

- i. Prior to the Completion of the Diamond Lodge if 5 SBU's are appointed then 5 ordinary share opex levies are paid. If 4 or less SBU's are appointed then 4 ordinary share opex levies are paid;
- ii. On completion of the Diamond Lodge if 4 or 5 SBU's are appointed then 4 ordinary share levies are paid. If 3 or less SBU's are appointed then 3 ordinary levies are paid.

Diamond Shareholder is a shareholder that holds a Diamond share;

Diamond Site means an area of land within the Game Reserve that is allocated to a Diamond Shareholder and in respect of which the Diamond Shareholder has specific and exclusive rights of use, including the construction of a Diamond Lodge;

Game Reserve or Reserve means the property owned or leased by the Company from time to time for the purposes of carrying on the activities of a game reserve and all activities ancillary thereto;

Game Viewer a vehicle specifically designed for traversing the Game Reserve that meets the specifications required by the Management;

Management refers to the senior staff of the Game Reserve;

Project Completion Certificate a certificate issued by the Management confirming that the Diamond Lodge build is completed to a satisfactory standard.

Publish or Deliver means, in relation to any document that is required to be published or delivered to Shareholders in terms of this Agreement, that the document in question is prepared in plain language and is delivered to each Shareholder at the address of the Shareholder (either its business or postal or residential address, or by e-mail);

Rental Pool means the collective pool of accommodation administered by the Company that is let out to SBU's and the general public in accordance with the Rental Agency Agreement;

Rules of Conduct as stipulated in the Wilderness Agreement and the Company Constitution and which may be adapted from time to time at a general meeting of Shareholders by Special Resolution;

Service Agreement an agreement with the Company whereby the Diamond Shareholder can access staffing and other services on a regular basis.

Site Improvements means any improvements constructed on the Site;

Traversing Rights means the right to traverse the Game Reserve including any additional land which may from time to time be added to the Game Reserve or in respect of which traversing rights have been secured for the benefit of the Company shareholders in accordance with the Constitution and Wilderness Agreement as may be updated from time to time;

Wilderness Agreement means the agreement as amended from time to time entered into by and between the Company, the Shareholders and the nominated SBU's that governs conduct on the Game Reserve;

Writing includes Electronic Communication but only to the extent that the parties hereto have notified each other of an Electronic Address;

- 1.2 For all purposes of this Agreement, any act or omission on the part of any occupant or user of the Site or invitee of the Shareholder shall be deemed to be the act or omission of the Shareholder.
- 1.3 The headings of the respective clauses in this Agreement are for reference purposes only, and shall not be taken into account in the interpretation of this Agreement.
- 1.4 The singular shall include the plural and vice versa. The male gender shall include the female and neuter genders and vice versa.
- 1.5 Any notices for purposes of this agreement shall be in writing and be sent by registered post or by utilizing electronic communication including e mail or facsimile machine to the last known email address or fax number as provided to the company by a Shareholder and shall be deemed to be proper notice of any meeting and shall, if communicated by facsimile machine or e mail be deemed to have been received by the Shareholder concerned on the date of transmission thereof or if sent by registered post, shall be deemed to have been received by the Shareholder /company to whom it is addressed on the 7th (seventh) day following the posting thereof (excluding the day on which it is posted) in the Republic of Botswana.

2. **DIAMOND RIGHTS.**

The Diamond Rights conferred by the Company are governed by this Agreement and entitle the Diamond Shareholder to the following rights:

- 2.1 The right to exclusive occupation and beneficial possession of a Diamond Site;
- 2.2 The right to appoint a maximum of 5 (five) SBU's to utilise the Game Reserve in common with the other Shareholders in the Company.
- 2.3 Traversing Rights for one vehicle on all land incorporated within the Game Reserve in accordance with the Constitution and Wilderness Agreement;
- 2.4 The Diamond Shareholder shall be entitled to change SBU's on an annual basis in accordance with the procedure as specified in the Wilderness Agreement;
- 2.5 The right to construct a Diamond Lodge at its own expense on the Diamond Site for the exclusive use of its nominated SBU's, their spouse or life partner and/or Adult Children of an SBU, their accompanied guests and visitors, and all other SBU's, that are not under sanction or suspension, with the permission of the Diamond Shareholder in terms hereof on the Diamond Site;
 - 2.5.1 The spouse or life partner as well as any Adult Children of the SBU may utilise the Lodge, the Facilities and the Game Reserve without being accompanied by the SBU.
 - 2.5.2 Guests and visitors must be accompanied by an SBU or by the spouse or life partner or by an Adult Child unless occupation is by virtue of the Rental Pool Agency Agreement.
- 2.6 The right to its own Game Viewer;
- 2.7 The right to 50 (fifty) bed nights usage per year of River Camp but subject to availability and the usage rates applicable at the time of use;
- 2.8 An SBU shall have the right to utilise River Camp subject to availability until such time as the Diamond Shareholder has taken occupation of its Diamond Lodge.
- 2.9 The right to include the Diamond Lodge in the Rental Pool Agreement.
- 2.10 The right to 5 votes at any General Meeting of the Company.
- 2.11 In addition to the rights described herein the Diamond Shareholders as a share class have the following rights:

- 2.11.1 The right to appoint 1 (one) member to the Board of the Company but which right will be suspended until the right extended under the Constitution to LGRFC to appoint 2 (two) members to the Board of the Company has terminated;
- 2.11.2 The right to entrenchment of a provision within the Constitution of the Company whereby any amendment to this Agreement, the Constitution and/or of the Wilderness Agreement which is reasonably likely to prejudice the investment or usage rights of Diamond Shareholders may only be adopted with the agreement of a minimum of 25% of the Diamond Shareholders;
- 2.11.3 The right to entrenchment of a provision within the Constitution of the Company whereby the consent of a minimum of 25% of the Diamond Shareholders is necessary to enable the Company to borrow more than US\$2 000 000 from third parties where such loan is reasonably likely to prejudice the investments and/or usage rights of the Diamond Shareholders;
- 2.11.4 The right to appoint 1 (one) member to the Aesthetics Committee established by the Company.

3. STAFFING OF DIAMOND LODGES

- 3.1 The Diamond Shareholder has the right to employ its own staff to manage, clean and maintain the Diamond Lodge. If this option is exercised:
 - 3.1.1 The Diamond Shareholder must align their employment contracts to those of the Company and submit them to the Management for approval prior to any hiring of staff;
 - 3.1.2 The Diamond Shareholder must adopt the Company's human resources policies and procedures;
 - 3.1.3 All decisions relating to staff must be approved by the Management prior to any action being taken and if the Diamond Shareholder is absent and an urgent staffing matter relating to their staff arises Management reserves the right to take any action to resolve the situation as it deems appropriate;
 - 3.1.4 Management agrees to communicate with the Diamond Shareholder on any action taken regarding their staff as soon as is practical;
- 3.2 The Diamond Shareholder may choose to enter into a Services Agreement with the Company whereby it buys staffing services from the Company staff pool instead of employing their own staff.

4. CESSION OF RIGHTS

- 4.1 The Diamond Shareholder shall only be entitled to cede and assign his/her/its rights and obligations herein in accordance with the provisions of the Constitution and/or upon such terms and conditions as the Company may notify the Diamond Shareholder, provided that such terms shall not be more onerous than those by which the Diamond Shareholder owns the Diamond Share.
- 4.2 The Diamond Shareholder may not sell or in any manner alienate its shares and cede its rights unless the sale of shares and cession of rights are simultaneously effected to the purchaser;
- 4.3 The Diamond Shareholder may not effect such transfer of shares and rights unless the Company has certified that that all amounts due to the Company by the Diamond Shareholder have been paid and that the provisions of this Agreement, Wilderness Agreement and any other applicable agreements have been complied with.

5. DIAMOND SITES AND LODGES

- 5.1 The Diamond Shareholder is entitled to erect at its own expense a Diamond Lodge on the specified Diamond Site as provided for herein.
- 5.2 All improvements, including any alterations or subsequent construction, fences, fixtures shall be subject to the Architectural Guidelines adopted by the Company and:
 - 5.2.1 Shall be limited to a maximum of 5 bedrooms sleeping a maximum of 10 persons at any one time;
 - 5.2.2 Up to a maximum of two staff members may be accommodated at the Site;
 - 5.2.3 Must be erected within a demarcated area within the Site and on no other area whatsoever; and
 - 5.2.4 May only be erected after the Diamond Shareholder has furnished to the Aesthetics Committee, a plan of the proposed improvements in such form and with such information as the Aesthetics Committee may reasonable require, as is stipulated in the Architectural Guidelines or as is required by Law from time to time; and
 - 5.2.5 Must comply with any Building Regulations applicable to the district and if required must be approved by the relevant authorities prior to commencement of construction.
 - 5.2.6 Must meet the deadlines for payments to suppliers, builders and other contractors as per the invoice conditions.
 - 5.2.7 Failure to complete the Diamond Lodge as per the submitted plans and to obtain a Project Completion Certificate within a reasonable time period shall entitle the Company to cancel the Diamond Rights coupled to the Shares without compensation for improvements erected on the Diamond Site or

costs incurred in being able to effect improvements.

- 5.2.8 During such periods as the SBU's are not on Site the Diamond Shareholder is obliged to give the Management right of access to the Diamond Lodge and Site in order to perform regular checks and monitoring.
- 5.2.9 If there is an SBU occupying the Diamond Lodge the Management are required to give notice of any checks to be performed on the Diamond Site to protect the privacy of the SBU's in their usage of the Diamond Lodge

6. OBLIGATIONS OF DIAMOND SHAREHOLDERS

- 6.1 The Diamond Shareholder shall be obliged to keep the Diamond Site in a clean, tidy and hygienic condition and conform to the maintenance standards set by the Management.
- 6.2 The Diamond Shareholder shall ensure that all contractors and subcontractors and employees engaged upon the works for the construction of the Diamond Lodge obey and comply with the Code of Conduct for Contractors;
- 6.3 The Diamond Shareholder shall during construction and at all times thereafter be responsible for the costs of all:
 - 6.3.1 water and electricity supplied to the Site and consumed;
 - 6.3.2 telephone and internet connections and related communications and use thereof;
 - 6.3.3 the maintenance of biodegradable waste and sewerage disposal facilities on the Site;
 - 6.3.4 the removal of waste and refuse;
 - 6.3.5 any other services acquired from the Company on a regular or ad-hoc basis.
- 6.4 The Diamond Shareholder shall in addition be obliged to insure the Diamond Lodge for the full replacement value thereof, with an insurer approved by the Company and in the case of destruction or damage apply all or part of the proceeds in expeditious restoration or replacement of the Diamond Lodge;
- 6.5 Ensure that insurance requirements and Management guidance regarding protection against fire hazard is installed and regularly checked.
- 6.6 In instances where a Diamond Shareholder wishes to rent the Diamond Lodge privately or make the Lodge available under the Rental Pool arrangement, the Diamond Shareholder shall be obliged to obtain and maintain at all times and at his/her expense, public liability insurance cover to a minimum value of P10 million, with an insurer approved by the Company, and on request to furnish proof of cover to management.
- 6.7 If the Diamond Shareholder damages any part of the Game Reserve whether accidentally, negligently or wilfully, the Diamond Shareholder will be liable for the cost

of repairing or replacing the same.

6.8 The Diamond Shareholder shall not be entitled for any of the reasons aforesaid, or for any other reason whatsoever, to withhold any moneys due to the Company.

6.9 The Diamond Shareholder shall observe and comply with the lawful directives of the Directors or their delegates at all times, and a failure to observe such directives, shall constitute a breach of this Agreement.

7. USE OF THE DIAMOND SITE

7.1 The Diamond Lodge shall be used for holiday/leisure accommodation for the appointed SBU's, their spouses/life partners, Adult Children their accompanied guests and all SBU's, that are not under sanction or suspension, with the permission of the Diamond Shareholder only, unless included in the Company Rental Pool and for no other purposes whatsoever without the prior written consent of the Directors;

7.2 Any use of the Diamond Lodge, Game Reserve and Facilities by SBU's their spouses/life partners and Adult Children and their guests must be in strict conformity with the Wilderness Agreement and any Rules adopted by the Board of Directors from time to time and clearly communicated to the SBU should the SBU fail to observe the aforesaid, and without prejudice to any rights that the Company may have, the Management shall be entitled to exercise their discretion in requiring the said person in violation to vacate the Diamond Site and Game Reserve forthwith;

8. UNDERTAKINGS AND WARRANTIES BY THE COMPANY

8.1 The Company shall be obliged to manage and maintain the Game Reserve, dams, weirs, roads, fencing, Facilities and any infrastructure forming part of the Game Reserve, but excluding the Sites or improvements thereon which are the responsibility of the Diamond Shareholder;

8.2 The Company shall be obliged to provide an access road to the Diamond Site;

8.3 The Company has provided electricity via metered electrical transformers to the Diamond Site or within close proximity to the Diamond Site. The Diamond Shareholders shall at their own cost and risk be entitled to link in to such a supply provided further that the Shareholder will indemnify the Company as applicable for any damages resulting from such connection;

8.4 The Company has provided a metered water connection to the Diamond Site or within close proximity to the Diamond Site. The Diamond Shareholder shall at their own cost and risk be entitled to link in to such supply provided further that the Shareholder will indemnify the Company as applicable for any damages resulting from such

connection;

- 8.5 Notwithstanding anything to the contrary herein contained, the Company shall not be liable for any disruption in the supply of electricity or water to the Diamond Site for reasons not reasonably foreseeable and out of the control of the Company;
- 8.6 The Company undertakes to provide the Diamond Shareholder with a legal opinion that Ministerial consent for the grant of the Diamond Lease of 99 years over the Diamond Site is not necessary, or obtain such consent within 6 months of date of signature of this Agreement.
- 8.7 The Company shall recognise and fulfil any special rights that the Diamond Shareholder negotiated in its purchase agreement with the Company. The Company shall also recognise any subsequent rights and approvals granted by the Company to the Diamond Shareholder, including approvals by the Aesthetics Committee.

9. FINANCIAL CONTRIBUTIONS

- 9.1 The Diamond Shareholder shall be obliged to contribute towards the running and maintenance costs of the Company as provided for in the Constitution of the Company.
- 9.2 Unless otherwise adopted by resolution of the Company the financial contribution shall be determined as follows:
 - 9.2.1 Diamond Opex Levy to be agreed annually by shareholders at the AGM as per the Constitution;
 - 9.2.2 Service charges for services acquired from the Company to be determined by the Board in consultation with Management and agreed by shareholders at the AGM as per the Constitution.
 - 9.2.3 Consumption charges as per the use and consumption of the SBU's or their guests of water and electricity.

10. BREACHES

Should the Diamond Shareholder default on payment of any amount falling due in terms hereof, or fail to observe any of the terms, conditions, obligations and provisions of this Agreement then the Company shall without prejudice which might be available to it be entitled to apply any of the fines, sanctions, including suspension or termination of their SBU rights as per the Constitution provided that the fine, sanction, suspension or termination is proportionate to the infringement.

11. ENCUMBERANCE

The Diamond Shareholder shall not be permitted to bond or in any manner encumber the Diamond Site or improvements thereon; any such encumbrance constituting a material breach of this Agreement.

12. WAIVER.

In the event of the Company not enforcing immediately the due or full compliance with all or any of the terms and conditions of this Agreement or neglecting to do so, or in the event of extension being granted by the Company to the Diamond Shareholder for due observance of any of the terms and conditions of this Agreement, such failure, neglect or indulgence by the Company shall not in any way be taken to be a waiver on the part of the Company of their rights under and in terms of this Agreement, and notwithstanding any such failure, neglect or indulgence on the part of the Company they shall be entitled to call upon the Diamond Shareholder at all or any time to comply with all or any of the terms and conditions of this Agreement.

13. ARBITRATION

Should any dispute arise between the parties in connection with the existence of; implementation of; interpretation or application of the provisions of the Agreement; the parties respective rights and obligations in terms of or arising out of, or the breach or termination of; the validity, enforceability, rectification, termination or cancellation, whether in whole or in part thereof or any documents furnished by the parties pursuant to any provision(s) of this Agreement, or which relates in any way to any matter affecting the interest of the parties in terms of this Agreement, that dispute shall, unless resolved amongst the parties to the dispute, be referred to and be determined by arbitration as determined in the Constitution of the Company.

14. INDEMNITIES

14.1 The SBU utilises the Game Reserve and Facilities at their sole risk and the Company shall not be liable for any damage or loss caused to the SBU.

14.2 The SBU shall ensure that their guests shall abide by the rules, regulations, conditions, pertaining to the Game Reserve and the SBU accepts responsibility on behalf of the Diamond Shareholder for any damage caused.

14.3 Any property brought on to the Site or Game Reserve by the Diamond Shareholder or anyone acting through or under him, shall be at the sole risk of the Diamond Shareholder or anyone acting through or under him and shall have no claim whatsoever against the Company for any loss or damage to such property howsoever arising.

14.4 The Company shall not be responsible for, and the Diamond Shareholder indemnifies the Company against any loss, damage or injury which the Diamond Shareholder or any person utilizing the Game Reserve which the Diamond Shareholder or such person may sustain on the Site or on the Game Reserve by reason of any act whatsoever or neglect on the part of the Company or the Company's employees, nor shall the Company be responsible for, and the Shareholder indemnifies the Company against any loss, damage or injury whatsoever which the Diamond Shareholder or any such other person may sustain by reason of the Facilities and/or infrastructure on the Game Reserve at any time falling into a defective state or by reason of repairs, renovations and/or maintenance work not being effected timeously or at all.

15. WHOLE AGREEMENT

15.1 This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations, or warranties between the parties other than those set out herein are binding on the parties and no addition to or variation, or consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force and effect unless reduced to writing and signed by both parties or signed by their duly authorised representatives.

15.2 The parties agree that if any provision of this Agreement conflicts with any provisions of the law of Botswana or is unenforceable for any other reason whatsoever, such provision shall be regarded as *pro non scripto* and of no force and effect, consequently such provision shall be deemed to be separable and severable from this Agreement without in any way affecting the validity of the remaining provisions of this Agreement.

16. DOMICILIUM

16.1 The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with this agreement as follows:

16.1.1 The Company at Physical address:

_____ (postal code)

Postal address:

PO Box _____

_____ (postal code)

Cell number:

Telephone number:

E-mail address:

16.1.2 The Diamond Shareholder at Physical address:

_____ (Postal Code)

Postal address:

PO Box _____

_____ (Postal Code)

Cell number:

Telephone number:

E-mail address:

16.2 Any party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

16.3 All notice, demands, communications or payments intended for any party shall be made or given at such party's domicilium for the time being.

Signed at on this the day of20 ...

AS WITNESSES:

1.

2.

.....
for and on behalf of the Company being duly authorised thereto.

Signed at on this the day of20 ...

AS WITNESSES:

1.

2.

.....
Diamond Shareholder
Herein represented by the signatory hereto,
being duly authorised thereto.