

E.38

B U I L D I N G	Address	1)135-2 and137-2, Yakumo 3 chome, Meguro ku		House Number	135-2
	Residential Address		24-3, Yakumo 3 chome, Meguro ku		
	Category	Office Resident	Structure	Steel framed, armored concrete, slate roofed two storied one basement	
	Floor Space	1) Basement 99.00 m2 Level one 303.44m <sup>2</sup> Level Two 296.09m <sup>2</sup>  2) Level One 244.97m <sup>2</sup> Level Two 167.71m <sup>2</sup>			
	Remarks	N/A			

(B) Total amount of Trading Value and Deposit and Maturity Date (Article 1)  
(Article 2) (Article 3)

Trading Value (B1)		Total amount	Yen 1,750,000,000
		(Land)	Yen 1,500,000,000
		(Buildings)	Yen 250,000,000
Deposit (B2)	30 <sup>th</sup> June, 2009		Yen 1,477,634,381
Remaining Amount (B3)	30 <sup>th</sup> September, 2009		Yen 272,365,619



#### (E-1) Other Agreed Terms and Conditions

(E) Change of Ownership, handover, date of registration (Article 7 and 8)	
30th June, 2009	
(F) Starting Date of Burden Share of Public Tax and Dues (Article 10)	1 <sup>st</sup>
January, 2009	

#### Special Agreements

- 1) In this transaction, as soon as the Buyer pays ¥ 1,500,000,000 to Vendor by 30<sup>th</sup> June, 2009, Vendor shall handover the ownership of the land and building immediately after discharge of mortgage.
- 2) In case the amount of the deposit is less than ¥ 1,500,000,000 due to the currency exchange rate between Kenya Shilling and Japanese Yen, the balance amount shall be paid by Buyer on second payment on 30<sup>th</sup> September, 2009.
- 3) Payment shall be made to the bank account as requested by Nobuo and Taeko Kuriyama Jonan Shinyo Kinko Bank  
Hibusuma Branch      Account No. 579605  
Account Holder: Taeko Kuriyama

#### Contract Clause

##### Article 1 (Purchase Price and Subject Matter)

1. The Vendor sells captioned subject matters (A) to Buyer with captioned purchase price (B1) and buyer purchases.

##### Article 2 (Timing of Payment and Purchase Price)

1. Buyer shall pay Purchase Price on captioned date (B2) and (B3) to Vendor.



#### Article 3 (Manifestation of Borders and Development of Measured Drawing)

1. Vendor shall give clear manifestation of borders of neighbouring houses by the date of handover
2. Vendor is responsible for the cost of hiring registered land surveyors or registered land and building investigators to measure land (C) dimension in the presence of neighbouring land owners. The measured drawing shall be presented to Buyer by the date of handover.

#### Article 4 (Acreage Reclamation Registration)

1. As a result of measurement of above Article 3 Paragraph 2, the difference is found between registered land dimension and actual land dimension, Vendor is obliged to conduct acreage reclamation registration.

#### Article 5 (Burden Share of Public Tax and Dues)

1. Burden of public tax and dues before the date of handover is covered by Vendor and covered by Buyer after the date of handover.
2. Starting Date of Burden Share of Public Tax and Dues shall be 1<sup>st</sup> January, 2009.
3. Balance of public tax and dues shall be paid on the day of remaining payment.

However, in the fiscal year of re-evaluation of fixed asset tax, balance payment of public tax and dues shall be paid as soon as Vendor receives notice of fixed asset tax.

#### Article 6 (Belongingness of Earnings and Burden Sharing of Various Usages of Charge)

1. Earnings from these subject matters shall belong to Vendor before the date of handover and shall belong to Buyer after the date of handover.
2. The usages of charge of utility, gas, water supply etc shall be paid by Vendor before the date of handover and paid by Buyer after the date of handover.
3. The balance of earnings and usages of charge are paid on the pay day of remaining balance.



#### Article 7 (Assassination before Handover)

1. Buyer can cancel this contract if the subject matters are destroyed by natural disaster or act of God which is not responsible of both Vendor and Buyer.
2. In case the level of damage of above paragraph is recoverable, Vendor shall recover this subject matter on his cost and handover to Buyer. In this case, recovery construction period is reasonable, Vendor can not claim compensation for damage if the date of handover is postponed.
3. If the recovery is applicable but recovery is extremely difficult or cost too much, Vendor can cancel the contract.
4. According to Paragraph 1 or Paragraph 3, if the contract is cancelled, Vendor shall return received payment to Buyer without any interest. In this case, both Vendor and Buyer shall not be able to claim any compensation for damage.

#### Article 8 (Cost Burden of Documentary Stamp)

1. Cost Burden of Documentary Stamps to be attached on this contract are covered by Vendor but Buyer is exempt from this requirement.

#### Article 9 (Rules Succession)

1. Vendor shall succeed all rules and regulations under environment control to Buyer. Buyer shall inherit the rules and conditions from Vendor.

#### Article 10 (Court of Jurisdiction)

1. Court of jurisdiction for this contract shall be the court which covers the subject matters are located.

#### Article 11 (Matters of Consultation)

1. Any question arising out of, or in connection with, this Contract or any matter not stipulated herein shall be settled each time upon consultation between both parties.

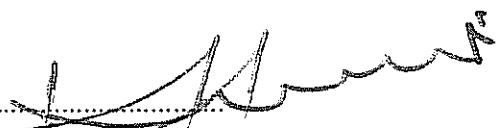


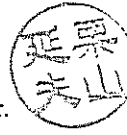
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by placing their signatures and seals thereon, and each party shall keep one copy of the originals

Done at TOKYO this 30<sup>TH</sup> Day of JUNE, 2009

MR. THUITA MWANGI, CBS

NOBUO KURIYAMA

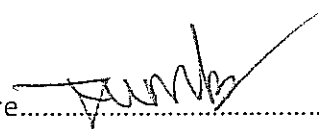
  
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Permanent Secretary Ministry of  
Foreign Affairs of the Republic of Kenya  
For the Government of Kenya.

栗山 延夫   
.....  
Property Seller

Witnessed by:

Name ALLAN W. MBURU

Address CHARGE D'AFFAIRES A.I.

Signature   
.....

Date 30<sup>TH</sup> JUNE, 2009

