

AGREEMENT

1. THE PARTIES

1.1 THE NATIONAL PARKS BOARD

herein represented by DR G A ROBINSON

In his capacity as CHIEF EXECUTIVE

A N D

1.2 THE VARIOUS OWNERS OF LAND IN THE RESERVES COMPRISING THE ASSOCIATED PRIVATE NATURE RESERVES (APNR)

as represented by the COMMITTEES of the APNR

2. PREAMBLE

2.1 Each of the OWNERS owns land in one of the private nature reserves constituting the APNR.

2.2 The following was adopted between the parties as principles guiding the agreement between the APNR to the west of the Kruger National Park (KNP);

2.2.1 The premise and objective of this agreement is the extension and creation of ecological unity between the APNR adjoining and proximate to the KNP and the KNP itself.

2.2.2 A JOINT COMMITTEE consisting of representatives of both the APNR and the BOARD will be formed and will serve to integrate the management philosophies and principles between the KNP and the APNR, subject to the functions and powers conferred upon it in terms of the agreement.

2.2.3 The COMMITTEES of the RESERVES are responsible for and will take all decisions regarding the position and structure of the boundary fence, in consultation with the POLICY AND MANGEMENT COMMITTEE (PMC) and the Division of Veterinary Services of the Department of Agriculture. The authority to decide on internal fences within the individual reserves and not inconsistent with the MANAGEMENT PLAN of the APNR will be vested in the respective COMMITTEES.

3. DEFINITIONS

BOUNDARY FENCE the fence between the APNR and land other than the KNP;

PMC the Policy and Management Committee of the APNR, which formulates and recommends ecological management policies for the individual RESERVES;

CONSTITUTIONS the constitutions of the RESERVES constituting the APNR;

JOINT COMMITTEE a committee of which the representatives are appointed by both the APNR and the BOARD as described herein;

- 2 -

BOARD	the National Parks Board as constituted in terms of Section 5 of the National Parks Act, No 57/76 as amended;
KNP	the Kruger National Park as defined in Schedule 1 of the National Parks Act;
APNR	the Association of Private Nature Reserves, presently comprising the RESERVES, or any additional land as may be added or included from time to time as separate private nature reserves or as members of the existing private nature reserves of the APNR;
MANAGEMENT PLANS	the principles and conservation philosophy in terms of which the KNP and APNR are managed, as formulated in the Master plans for the management of the KNP and APNR and approved by the BOARD and the COMMITTEES respectively;
RESERVES	the area of the individual reserves of the APNR proclaimed as the Timbavati, Klaserie and Umbabat private nature reserves;
COMMITTEE/S	the Executive Committees elected by the members of the reserves in terms of their constitutions at their Annual General Meetings;
MEMBERS	owners of land within a reserve who have signed the constitution and been accepted by the COMMITTEE of the reserve as such.

4. **MANAGEMENT OF THE KRUGER NATIONAL PARK AND THE RESERVES**

The BOARD and the COMMITTEES agree that the ecological management of the KNP and the RESERVES will be carried out in terms of the principles and policies set out in the MANAGEMENT PLANS, as approved by the BOARD and the COMMITTEES, respectively. It is further agreed that the ecological management of the RESERVES will remain the responsibility of the COMMITTEES in terms of the MANAGEMENT PLAN for the APNR, and the CONSTITUTIONS or internal arrangements of the COMMITTEES of the RESERVES as the case may be.

5. **JOINT COMMITTEE**

- 5.1 The JOINT COMMITTEE shall comprise of six members, three of whom shall be appointed by the BOARD and three of whom shall be appointed by the COMMITTEE, one for each of the RESERVES; provided that should any other reserve join the APNR it will be entitled to a representative on the JOINT COMMITTEE and the representatives of the BOARD shall be increased to ensure parity of representation between the BOARD and APNR.
- 5.2 The function of the JOINT COMMITTEE will be to monitor the implementation of the MANAGEMENT PLAN of the APNR.
- 5.3 The JOINT COMMITTEE shall be chaired by the chairman of the COMMITTEE.
- 5.4 The JOINT COMMITTEE shall have the power to co-opt further members to the JOINT COMMITTEE. Co-opted members shall not be entitled to vote.

Handwritten signatures and initials, including a large signature and the initials 'SAK'.

- 3 -

- 5.5 The chairman shall call meetings of the JOINT COMMITTEE by giving due and proper notice to its members.
- 5.6 The JOINT COMMITTEE shall meet at least three times per annum. Any two voting members of the JOINT COMMITTEE may call a meeting of the JOINT COMMITTEE to discuss extraordinary matters.
- 5.7 A quorum for meetings shall be four voting members, two of whom shall be nominees of the BOARD and two of whom shall be nominees of the APNR. In the absence of any member of the JOINT COMMITTEE, one of the other members of the JOINT COMMITTEE nominated by that party who appointed the absent member/s shall be entitled to utilise the vote of such absent member.
- 5.8 The PMC and the BOARD will submit to the secretary of the BOARD their nominations for members to the JOINT COMMITTEE within thirty (30) days of the signature date.

6. NEIGHBOURING AREAS

- 6.1 Any application for the inclusion of land in the APNR shall be referred to the COMMITTEE of the adjoining reserve within the APNR, who shall consider the application in terms of the agreed rules of incorporation as defined in the MANAGEMENT PLAN for the APNR and the CONSTITUTION of the reserve.
- 6.2 All applications received by the COMMITTEES shall be referred to the COMMITTEE with their specific recommendations.
- 6.3 Applications will thereafter be referred to the JOINT COMMITTEE for final endorsement based on compliance with the principles and agreed terms of incorporation which endorsement must be unanimous.

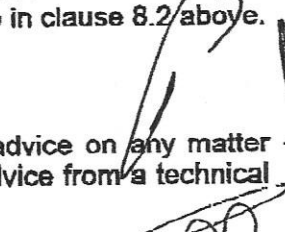
7. PRESCRIPTIONS

In as much as the MEMBERS and the RESERVES shall, after the implementation of this agreement, be subject to their CONSTITUTIONS and the MANAGEMENT PLAN of the APNR, it is hereby specifically provided that:

- 7.1 The CONSTITUTIONS shall continue to apply to the RESERVES and their MEMBERS.
- 7.2 The MANAGEMENT PLAN for the APNR shall be in full force and effect on the RESERVES.
- 7.3 The MANAGEMENT PLANS may only be amended by either party after consultation with the other party, where such proposed change may influence the agreed ecological management principles.

Handwritten signatures and initials at the bottom right of the page. There are several distinct signatures, including one that appears to be 'SAR' and another that looks like 'SAR' with a flourish.

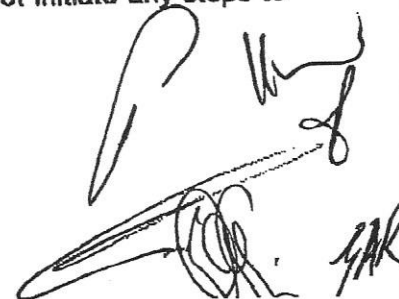
8. DISPUTE RESOLUTION

- 8.1 Any dispute arising out of or in connection with this agreement which cannot be resolved by a mediator appointed by the parties, including, but not limited to, any dispute or difficulty arising in connection with the interpretation, application and/or effect of any of the terms, conditions or restrictions imposed, or any procedure to be followed under this agreement and/or arising out of the termination or cancellation of this agreement or any provisions thereof, except where an interdict or urgent relief is sought from a Court of competent jurisdiction, shall be determined in the manner set out below.
- 8.2 If a dispute arises, any party to the agreement shall notify the other party to the agreement in writing. Should the dispute not be resolved between the parties within fourteen (14) days of receipt by the last party of such notice, then any of the parties to the dispute may refer the dispute for determination in terms of clause 8.3.
- 8.3 If a party exercises its right in terms of clause 8.2 to refer the dispute for determination, such dispute shall be referred to an advocate practising as such at the Johannesburg Bar of not less than ten (10) years' standing or to a practising attorney in Johannesburg of not less than ten (10) years' standing, in either case as agreed upon among the parties to the dispute, or failing such agreement within fourteen (14) days after receipt of the notice referred to in clause 8.2 above, to a person nominated by the President for the time being of the incorporated Law Society of the Transvaal. The person so agreed or nominated shall act as the "Expert".
- 8.4 Save as specifically provided in this clause, the Expert shall, in terms of both the common and statute law of South Africa, in all respects act as an expert and not as an arbitrator.
- 8.5 Subject to clauses 8.6 and 8.8, the Expert shall be bound to follow the general principles of South African Law.
- 8.6 As soon as possible after the Expert has been appointed, the parties shall, by agreement, prepare terms of submission to him setting out, *inter alia*, the nature of the dispute, the issues to be decided by the Expert and the procedure to be followed by the parties in connection with submission of pleadings or the issues to the Expert and the procedure and manner to be followed by the Expert in arriving at his decision.
- 8.7 If the parties are unable to agree upon the terms of submission, they shall submit separate terms of submission to the Expert. If the Expert receives separate terms of submission from the parties or regards any aspect of the separate terms of submission received by him as unacceptable or impractical, he shall be vested with the entire discretion as to the final content of the terms of submission and the procedure and manner to be followed by him in arriving at his decision.
- 8.8 The Expert shall not be bound to follow principles in South African Law with regard to procedure and evidence.
- 8.9 The parties shall use their best endeavours to procure that the decision of the Expert shall be given as soon as possible after the notice referred to in clause 8.2 above.
- 8.10 Any party to the dispute may be represented.
- 8.11 Should the Expert deem it necessary to obtain technical advice on any matter relating to the dispute, he shall be entitled to obtain such advice from a technical expert in the relevant field.
- 

- 8.12 The Expert's decision shall be final and binding on all the parties affected thereby.
- 8.13 The provisions of Sections 24, 27, 28, 29, 30 and 31 of the Arbitration Act, 1965 and any corresponding provisions in any amendment thereto or replacement legislation shall apply to any dispute determined in terms of this clause, in that:
- 8.13.1 The Expert's decision shall be in writing and signed by the Expert.
- 8.13.2 Unless the terms of submission provide otherwise, the Expert may order specific performance of the agreement in those circumstances in which a Court would have the power to do so.
- 8.13.3 Unless the terms of submission provide otherwise, the Expert's determination shall be final and shall not be subject to appeal and all parties to the dispute shall abide by and comply with the Expert's determination in accordance with its terms.
- 8.13.4 Where the Expert's determination orders the payment of a sum of money, such a sum shall, unless the determination provides otherwise, carry interest as from the date of the determination and at the same rate as a judgment debt.
- 8.13.5 The Expert may correct in any determination, any clerical mistake or any patent error arising from any accidental slip or omission.
- 8.13.6 The Expert's determination may, on the application to a Court of competent jurisdiction by any party to the dispute, after due notice to the other party, be made an Order of Court.
- 8.13.7 A determination which has been made an Order of Court, may be enforced in the same manner as any judgement or order to the same effect.
- 8.14 This clause constitutes an irrevocable consent by the parties to any proceedings in terms hereof and none of the parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause.
- 8.15 This clause is severable from the rest of this agreement and shall remain in effect even if this agreement is terminated or cancelled for any reason.
- 8.16 Unless the terms of submission provide otherwise, the Expert shall be entitled to make whatever award he deems appropriate in regard to costs.
- 8.17 The receipt by any party to this agreement, of a notice in terms of clause 8.2 shall constitute the service of a process for the purposes of interruption of prescription in terms of Section 15 of the Prescription Act, No 68 of 1969 or the corresponding provision in any amendment thereto or replacement legislation.

9. EXPROPRIATION

The BOARD agrees that while this agreement is in force it shall not initiate any steps to acquire ownership of the RESERVES by way of expropriation.



10. CANCELLATION

- 10.1 Should any party act in breach of the terms or objectives of this agreement and/or deviate from the accepted principles and policies outlined in the MANAGEMENT PLANS which breach is in conflict with the fundamental spirit of this agreement, and remain in breach for a period of 30 (thirty) days after receipt of a written notice from the aggrieved party requiring the breach to be remedied, the aggrieved party shall be entitled forthwith and in writing to rescind this agreement and to claim a restoration of the *status quo ante*. Subject to the provisions of Clause 8.1, the aggrieved party shall be entitled to institute action in the Supreme Court of South Africa pursuant to the provisions of this Clause.
- 10.2 Any party can give notice to the other party of its intention to terminate the agreement by giving the other party one years' written notice.

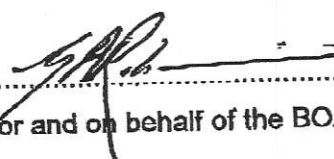
11. INTERPRETATION

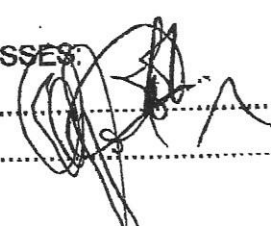
- 11.1 This agreement shall be governed in accordance with the laws of South Africa.
- 11.2 All the provisions of this agreement shall be severable and no provisions shall be affected by the invalidity of any other provision of this agreement.
- 11.3 Whenever a personal pronoun is used in this agreement, it is understood that such usage shall include both singular and plural, masculine, feminine and neuter and refer in appropriate cases to juristic persons as well as natural persons.
- 11.4 In this agreement the reference to one gender shall include the reference to all other genders, and the singular includes the plural and vice versa.

12. GENERAL

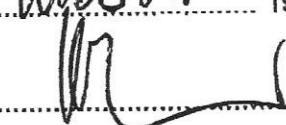
- 12.1 No relaxation or indulgence granted or allowed any party in respect of its obligations in terms hereof, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with, or performance of the other party's obligations under this agreement, shall constitute a waiver of the provisions of this agreement and a party may at any time require strict compliance with the provisions of this agreement.
- 12.2 This agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of this agreement. No amendment, consensual cancellation or other modification of this agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.

SIGNED AND EXECUTED BY THE BOARD AT PRETORIA ON THIS¹⁸..... DAY OF
..... MARCH 1996.


.....
For and on behalf of the BOARD

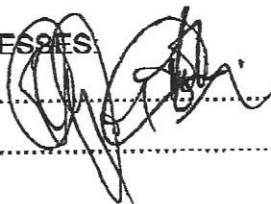
WITNESSES:
1. 

SIGNED AND EXECUTED BY THE EXECUTIVE COMMITTEE OF THE TIMBAVATI PRIVATE NATURE RESERVE AT Pretoria ON THIS 18th DAY OF March 1996.

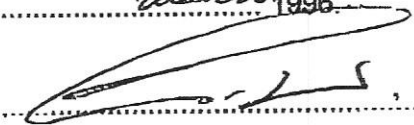

.....

For and on behalf of the its MEMBERS

WITNESSES:

1. 
2.

SIGNED AND EXECUTED BY THE EXECUTIVE COMMITTEE OF THE KLASERIE PRIVATE NATURE RESERVE AT Pretoria ON THIS 18 DAY OF March 1996.

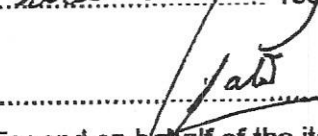

.....

For and on behalf of the its MEMBERS

WITNESSES:

1. 
2.

SIGNED AND EXECUTED BY THE EXECUTIVE COMMITTEE OF THE UMBABAT PRIVATE NATURE RESERVE AT Pretoria ON THIS 18 DAY OF March 1996.


.....

For and on behalf of the its MEMBERS

WITNESSES:

1. 
2.

SIGNED AND EXECUTED BY

.....
In his capacity as chairman of the committee of the (reserve) In terms of a resolution by the committee authorising him to do so





**DECLARATION OF POLICY:
LOCAL NEIGHBOURING COMMUNITY INVOLVEMENT**

1. The national Parks Board is committed to the empowerment and upliftment of local communities neighbouring the various national parks.

This commitment involves:

- the development of eco-tourism ventures
- the development of environmental education programmes (particularly involving children)
- and facilitating general community development projects.

All activities are done in conjunction with the local communities.

2. In assessing potential collaborative ventures with the private sector the National Parks Board will require adherence to the above commitment.

Handwritten signatures and initials are present at the bottom right of the page. There are several overlapping scribbles and what appears to be the initials 'SAR' written in a stylized font.