

JOINT PULPING STATION LICENSE AND GROWERS LICENSE AGREEMENT

This Agreement (the "Agreement") is made and entered into on this 14th day of January 2025 by and between:

1. Harry Thuku Beverages LP, a company organized and existing under the laws of Kenya, with its principal office located at Harry Thuku's compound, Kiambu County, hereinafter referred to as "HTB."

AND

2. Ngotho Farm AA176B, a company organized and existing under the laws of Kenya, with its principal office located at Harry Thuku's compound, Kiambu County, hereinafter referred to as the "Licensor," represented by Mrs. Samson Ngotho Harry.

WHEREAS:

The Licensor holds the Joint Pulping Station License and Growers License for Ngotho farm, collectively referred to as the "Licenses."

HTB seeks authorization to access, operate, and utilize the Licenses for the purposes of processing, growing, and marketing the related products under the terms outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Authorization

The Licensor hereby grants HTB the following rights, subject to the terms and conditions of this Agreement:

- a. Joint Pulping Station License: HTB is granted authorization to operate the joint pulping station and process crops specified under the Licenses.
- b. Growers License: HTB is granted authorization to engage in the cultivation, harvest, and commercialization of crops covered by the Growers License on the property associated with Ngotho farm.

2. Term of Agreement

This Agreement shall be effective from 14th January 2025 and shall remain in force for 98 years unless terminated earlier in accordance with the provisions herein.

3. Payment Terms

HTB shall compensate the Licensor for the use of the Licenses as follows:

- a. A royalty of KES 4,400 per year, payable on or before 14th January of each year, beginning on 14th January 2025.

4. Responsibilities of HTB

HTB agrees to:

- a. Comply with all applicable laws, regulations, and guidelines governing the operation of the pulping station and farming practices.
- b. Maintain the quality and integrity of the products and services as outlined under the Licenses.
- c. Submit regular reports on the activities related to the pulping station and farming operations, as agreed with the Licensor.

5. Obligations of the Licensor

The Licensor agrees to:

- a. Provide HTB with copies of the Joint Pulping Station License and Growers License.
- b. Provide HTB with annual receipts verifying the validity and renewal of the Licenses.
- c. Ensure that the Licenses are valid and in good standing during the term of this Agreement.

6. Termination

This Agreement may be terminated under the following conditions:

- a. By mutual written consent of both parties.
- b. By HTB with a written notice period of 3 years.
- c. By the Licensor if HTB fails to meet its obligations under this Agreement, provided a written notice of 3 years is served.

7. Confidentiality

Both parties agree to maintain confidentiality concerning any proprietary or sensitive information shared during the term of this Agreement.

8. Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be resolved through litigation in Kenyan courts.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Kenya.

10. Miscellaneous

- a. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, oral or written.
- b. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For Harry Thuku Beverages LP:

Signature: _____

Name: Mr. Kevin Ngotho

Title: Head of Acquisition

For Ngotho Farm AA176B:

Signature: _____

Name: Mrs. Samson Ngotho Harry

Title: Licensor