NTHAKALANDS LTD

Agricultural Land Leasing Kenya

LAND SOURCING LETTER OF AUTHORITY

Date: _____

BETWEEN

THE CLIENT / PROSPECTIVE LESSEE (hereinafter referred to as "the Client")

Full Name / Company:	
National ID / Passport / Reg. No.:	
Telephone:	
Email:	

AND NTHAKALANDS LIMITED (hereinafter referred to as "NTHAKA" or "the Sourcing Agent"), Kabete, Kenya.

1. APPOINTMENT

The Client appoints NTHAKALANDS Limited to act as the Client's land-sourcing agent to identify and facilitate the lease of suitable agricultural land according to this mandate. NTHAKA may approach landowners, authorised representatives and lawful property agents; identify suitable properties; obtain preliminary information; arrange introductions and viewings; and facilitate preliminary negotiations.

2. CLIENT'S LAND REQUIREMENTS

Preferred County / Counties:	
Preferred Town / Area / Locality:	
Required Acreage: **Intended Agricultural Use:**	_____acres minimum / _____acres maximum _____
Preferred Lease Term:	_____years
Maximum Annual Rent / Budget:	KES _____per acre / KES total _____
Water Requirement:	□ Required □ Preferred □ Not required
Other Requirements:	

3. SOURCING SERVICES

- Search for land matching the Client's location, acreage, budget, lease term and intended use.
- Identify and communicate with prospective landowners, authorised representatives or lawful agents.

- Present suitable opportunities and available preliminary property information.
- Coordinate introductions and site viewings where applicable. A planned **land visit incurs a standard Kes 3000/= agent fee** exclusive of logistics facilitation, payable after a successful land visit.
- Facilitate preliminary commercial discussions and progression toward due diligence and formal lease documentation.

4. CLIENT'S RESPONSIBILITIES

- Provide accurate land requirements, communicate changes promptly, and attend or facilitate agreed site visits.
- Undertake, or instruct appropriate professionals to undertake, legal, title, survey, environmental, agricultural and other due diligence before signing a lease.
- Provide information and documents reasonably required to progress the transaction, and notify NTHAKA of any property or landowner independently identified or introduced by NTHAKA.

5. SOURCING SUCCESS FEE & PAYMENT

The Client agrees to pay NTHAKA a success fee equivalent to **8% of the total first-year lease amount** for any lease successfully concluded through a property sourced or introduced by NTHAKA. Where rent is quoted per acre, the first-year lease amount is the acreage actually leased multiplied by the agreed annual rent per acre; where a total annual rent is agreed, that annual rent constitutes the first-year lease amount. The fee becomes due only after the Client and landowner/lessor execute the formal lease agreement and, unless otherwise agreed in writing, shall be paid at the time of execution of the lease agreement. Third-party transaction expenses shall be paid by the responsible party unless otherwise agreed.

6. PROPERTY INTRODUCTION & NON-CIRCUMVENTION

A property or landowner introduced to the Client by NTHAKA is a NTHAKA-sourced opportunity. The Client shall not bypass or circumvent NTHAKA to avoid the success fee. If the Client, directly or through an associate, concludes a lease for an introduced property or with an introduced landowner during this mandate or within twelve (12) months after introduction, the 8% success fee remains payable.

7. DUE DILIGENCE & TRANSACTION PROCESS

- NTHAKA may coordinate land searches, ownership verification, survey checks and introductions to relevant professionals.
- The Client remains responsible for satisfying itself as to the legal, physical, agricultural, environmental, financial and commercial suitability of any property.
- NTHAKA does not guarantee third-party information or the title, condition, productivity or water availability of any property.
- Final lease terms shall be agreed between the Client and the lessor and recorded in the formal lease agreement.

8. AUTHORITY & LIMITATION

NTHAKA may source, communicate, introduce, coordinate viewings and facilitate preliminary negotiations on the Client’s behalf. NTHAKA shall not sign a lease, make a binding commitment, accept possession, pay consideration, or otherwise legally bind the Client.

9. NO GUARANTEE OF SUCCESS

This is a sourcing and facilitation mandate. NTHAKA does not guarantee that suitable land will be found, that a particular property will remain available, or that negotiations will result in a lease.

10. TERM & TERMINATION

This Letter of Authority remains valid for twelve (12) months from execution unless terminated earlier by either party on thirty (30) days' written notice. Termination shall not affect NTHAKA's right to receive the success fee for a property or landowner introduced before termination where the Client subsequently concludes a lease within the twelve-month protection period in Clause 6.

11. CONFIDENTIALITY

The parties shall keep confidential commercial, personal, property and transaction information obtained in connection with this mandate, except where disclosure is required by law or reasonably necessary to facilitate the authorised sourcing process.

12. GOVERNING LAW & DISPUTE RESOLUTION

This Letter of Authority is governed by the laws of the Republic of Kenya. Any dispute shall first be addressed through good-faith negotiation; where unresolved, the parties may pursue mediation and, where necessary, through the competent courts of Kenya.

13. ENTIRE AGREEMENT

This Letter of Authority records the understanding between the Client and NTHAKA regarding the land-sourcing mandate and supersedes prior discussions concerning the same engagement. Any amendment shall be made in writing and acknowledged by both parties.

CLIENT DECLARATION

I/We confirm that the information provided is accurate and authorise NTHAKALANDS Limited to source agricultural land on the terms set out herein. I/We understand that the 8% success fee becomes payable only upon successful execution of a lease agreement for land sourced or introduced by NTHAKA.

CLIENT / PROSPECTIVE LESSEE	**FOR NTHAKALANDS LIMITED**
Name:	Name:
Designation (if company):	Designation:
Signature:	Signature:
Date:	Date:
	Official Stamp:

This mandate authorises land sourcing and facilitation only. The substantive land transaction shall be governed by the formal lease agreement and applicable due-diligence documentation.