

THE REPUBLIC OF UGANDA
IN THE MATTER OF THE REGISTRATION OF TITLES
ACT CAP 230

KYAGGWE
BLOCK: 165
PLOT: 152 AND 257
AT: NAKASEETA
SIZE: 163.5 acres
to be curved out.

ADDENDUM

This **ADDENDUM** is made on this 19th day of March 2015

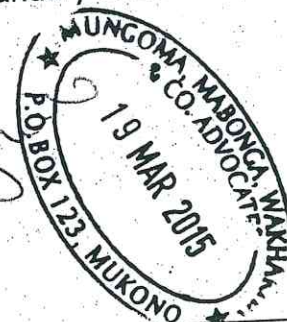
BETWEEN

Mr. JOSEPH YIGA acting for and on behalf of M/S Jomayi Property Consultants Ltd Of P.O Box 4477, Kampala Tel No. 0752506177 (hereinafter referred to as the 1st Party which expression shall include its successors in title and assignees) on one part

AND

KINENE MUKASA WASHINGTON of Bunyangira Village, Kawolo Sub-County Mukono District Tel No: 0712956917 (hereinafter referred to as the 2nd Party which expression shall include his successors in title and assignees) on the other part.

WHEREAS both parties hereto on the 4th day of September 2014 executed a sale agreement of sale of land comprised in **Kyaggwe Block 165 Plots 152 and 257 Land At Nakaseeta Size 163.5 Acres** of land at a consideration of **UGX 1,100,000,000/= (one billion one hundred million shillings only)** payable in four equal installments **WEF 30th October 2014 up to January 2015**



WHEREAS the 1st Party has failed in the payment of the agreed consideration thereof.

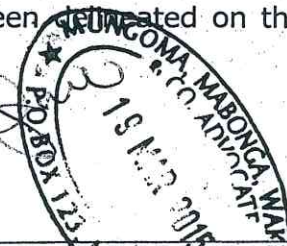
NOW BOTH PARTIES HAVE AGREED TO AMEND THE SAID AGREEMENT AS HEREUNDER;

1. Both parties hereto have agreed that the 1st party is surrendering land comprised in **Plot 257** back to the 2nd party. It is further agreed by the parties hereto as follows:-
 - i) The 1st party hereby declares that he has got no further claims on land comprised in Kyaggwe **Block 165 Plot 257**.
 - ii) The 1st party undertakes to remove any persons claiming title under him from the said **plot 257**.
 - iii) The 1st party hereby assigns any interest he might have acquired in the said **plot 257** to the 2nd party.
1. Both parties hereto have agreed that the 1st party shall purchase 57(fifty seven) acres of land instead of the earlier agreed **163.5 acres** which shall be carved out of land comprised in Kyaggwe **Block 165 Plot 152** at a total consideration of **Ug. Shs. 383,543,196/= (Three hundred eighty three million five hundred forty three thousand one hundred ninety six shillings only)** into the seller's bank account whose particulars are:

BANKER: CENTENARY BANK. ACCOUNT NO: 3020052374. TITLE OF ACCOUNT: KINENE MUKASA WASHINGTON within a space of 90 days from the date of execution of this agreement.

For Avoidance of Doubt, all parties hereto have agreed that all monies deposited on the said account or advanced by the 1st party to the 2nd party shall be offset against the above agreed consideration.

2. For avoidance of doubt Both parties hereto have agreed as follows;
 - (i) That the road works, the excavation, the grading of all pieces of land, which had been carried out by the 1st party on Plot 257 has been assigned to the 2nd party. The 1st party hereby declares that he shall not claim any money from the 2nd party in respect of the same.
 - (ii) The one acre piece of land on which the Telecom Mast is standing belongs to the 2nd party.
 - (iii) The 57 (fifty seven) acres of land on plot 152 which the 1st party has purchased under this addendum has been delineated on the sketch

[Handwritten signature]


plan which is annexed to this addendum and forms part and parcel of the same.

- (iv) Each party hereto has agreed to provide access to each party's land.
 - (v) The 2nd party shall pay a commission of **UGX 17,500,000/=(seventeen million five hundred thousand shillings)** to Majid Kintu and Lawrence Ssozi instead of the earlier agreed commission fees of **UGX 50,000,000/=(fifty million shillings)**. Both parties hereto have agreed that the said commission fees be converted to an equivalent of 5(five) Plots size 50ftX100ft each to be carved out of Land on Plot 257.
 - (vi) The cost of conveyencing the said 5(five) Plots shall be borne by the 1st Party
3. Both parties hereto have agreed to save those terms and conditions in the 4th September 2014 agreement and the said agreement shall be read together with this addendum.

THE PARTIES HAVE SET THEIR USUAL SIGNATURES AND SEALS ON THE DATE FIRST MENTIONED ABOVE THIS PRESENTS.

SIGNED BY
JOSEPH IGA
Acting for and On behalf
of M/S Jomayi Property
Consultants Ltd

.....
PURCHASER

SIGNED BY
KINENE MUKASA WASHINGTON

MUKASA WASHINGTON

.....
SELLER

WITNESSES

KINENE MUKASA WASHINGTON

All before
MUNGOMA STEPHEN

.....
ADVOCATE

Drawn by:
M/s Mungoma, Mabonga,
Wakhakha & Co. Advocates,
P. O. Box 123,
Mukono.



