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

KYAGGWE
BLOCK: 165
PLOT: 152
AT: NAKASEETA
SIZE: 38.5 Acres to
be curyed out.

ADDENDUM

This **ADDENDUM** is made on this 9 day of July 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.**

W.R.M

[Signature]
JONGOMA, MABONGA, WAKHAKHA & CO. ADVOCATES
10 JUL 2015

WHEREAS both parties on the 19th day of March 2015 executed an addendum in the following terms and conditions.

WHEREAS the 1st Party has failed in the payment of the agreed consideration thereof and the 1st party has failed to fulfill its obligations

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

1. Both parties hereto have agreed that the 1st party shall now purchase 38.5(Thirty eight point five) acres of land instead of the earlier agreed **57 acres** which shall be carved out of land comprised in Kyaggwe **Block 165 Plot 152** at a total consideration of **Ug. Shs. 259,059,878/= (Two Hundred Fifty Nine Million Fifty Nine Thousand Eight Hundred Seventy Eight 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 60 days from the date of execution of this agreement.

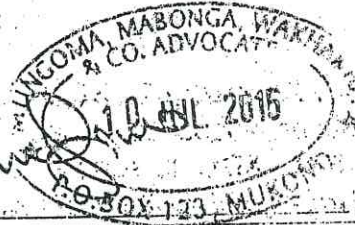
For Avoidance of Doubt, all parties hereto have agreed that all monies deposited on the said account or advanced by the 1st party to the 2nd party shall be offset against the above agreed consideration.

The 2nd party hereby acknowledges receipt of **UGX 73,000,000/= (seventy three million shillings)** which the 1st party has deposited on the afore described 2nd parties bank account. The balance of **UGX. 186, 059, 878, /= (One Hundred Eighty Six Million Fifty Nine Thousand Eight Hundred Seventy Eight Shillings)** shall be payable within a space of **60 days (sixty day)** from the date of execution of this agreement.

Should the 1st party fail to pay the balance within stipulated period herein, such outstanding balance shall attract commercial bank interest rate until payment in full.

1. 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 152 falling in the surrendered land 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.


W.K. M.



- (ii) The one acre piece of land on which the Telecom Mast is standing belongs to the 2nd party.
 - (iii) The 38.5(Thirty eight point five) acres of land on plot 152 which the 1st party has purchased under this addendum has been delineated on the sketch 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 1st party warrants that the surrendered 18.5 acres of land to the 2nd party is squatter free.
2. Both parties hereto have agreed to save those terms and conditions in the 4th September 2014 agreement and the earlier addendum and the said agreement and addendum 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


.....
SELLER

WITNESSES

All before
MUNGOMA STEPHEN

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

