

PARLIAMENT OF UGANDA

REPORT OF THE ADHOC COMMITTEE ON THE NAGURU -NAKAWA LAND ALLOCATIONS

Office of the Clerk to Parliament
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ACRONYMS

GoU Government of Uganda

KCC Kampala City Council

KCCA Kampala Capital City Authority

MLUD Ministry of Lands and Urban Development

AG Attorney General

ULC Uganda Land Commission

PPP Public Private Partnerships

MOJCA Ministry of Justice and Constitutional Affairs

MoU Memorandum of Understanding

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1.0 INTRODUCTION



Rt. Hon. Speaker and Hon. Members,

On 1st March 2022, the Parliament of Uganda while exercising authority vested by Article 90 of the Constitution of the Republic of Uganda and Rule 191 of the Rules of Procedure of Parliament, constituted an adhoc Committee to investigate the Nakawa-Naguru land allocations following a member raising the matter on the floor and several media reports over the same.

The *Adhoc* Committee, as constituted by the House, comprised of the following Members.

1.	Hon Dan Kimosho	Chairperson
2.	Hon Agnes Atim Apea	Member
3.	Hon Anthony Akol	Member
4.	Hon Aisha Kabanda	Member
5.	Hon Asuman Basalirwa	Member
6.	Hon Jonathan Ebwalu	Member
7.	Hon Dicksons Kateshumbwa	Member
8.	Hon Sarah Opendi	Member
9.	Hon Rita Atukwasa	Member

The House gave the Adhoc Committee the following Terms of Reference

- 1. To Ascertain the various claimants, the nature of claims they have in the land, the basis of such claims and further establish the genuine ownership of the disputed Nakawa-Naguru estate land;
- 2. To examine the status or fate of the former occupants in the Nakawa-Naguru estate land, in light of the ongoing disputes over the land;
- 3. To examine the process through which the land in the Nakawa Naguru estate was allocated to the various claimants



- 4. To establish the total amount of proceeds from the sale or rent of land in the Nakawa –Naguru estate;
- 5. To establish any possible fraudulent activities or flaws committed in the disposal/allocation of land in Nakawa –Naguru Estate;
- 6. To propose measures to safe guard the interests of Government in the Nakawa-Naguru estate land; and
- 7. To Investigate any other matters incidental to the Nakawa- Naguru estate land

The Committee has accordingly carried out the mandate and would like to report the findings and recommendations therein to the House.

2.0 BACKGROUND

2.1 OPEC Prime Properties Ltd /GoU Agreement

On 5th October 2007, the Government of Uganda being desirous of redeveloping the Nakawa-Naguru housing estates in Kampala through the construction of modern residential, commercial and institutional properties and premises, being represented by the Ministry of Local Government, entered into a Public Private Partnership Agreement with M/s Opec Prime Properties Limited and M/s Opec Prime (U) Limited. The contract was to construct 1,747 residential units for purchase by the registered tenants of the Nakawa- Naguru Housing Estate having the first priority. The project was expected to be complete in 10 years. This notwithstanding, the 1,747 residential units were expected to be completed in the first four years from execution of the PPP Agreement.

(Appendix 1)

Under this agreement, Government contributed land approximately 142.5 acres while the developer was fully responsible for the technical, financial, operational and building costs of the project.

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2.2 Challenges faced by the Project

The project did not take off immediately as expected due to among others, court actions, investigations by the Inspectorate of Government, challenges associated with vacation of tenants and Kampala City Council delayed approval of the master plan. However GoU had agreed with OPEC Prime properties to co the housing units which would be sold at a subsidised cost. Following the give away of the Nakwa land, OPEC need a commitment on the initially agreed upon subsidy to the Housing units, but GoU dii not commit itself. OPEC had hoped to make good the loss of the subsidy by developing the Nakawa portion to a commercial project, which would generate more profits.

Eventually, all the above challenges were resolved, save for the subsidy concerns, and government executed a Memorandum of Understanding on 18th May 2007 with the registered tenants who agreed to vacate the Naguru-Nakawa land to pave way for land clearance. (Appendix 2). Government undertook to keep the tenants updated on the progress of the redevelopment and to give them first priority to purchase the subsidized residential units within six months from date of communication of offer. The site was finally handed over to M/s Opec Prime by H.E the President of the Republic of Uganda, on 14th October, 2013.

2.3 Allocation of the Nakawa land

Government allocated the Nakawa land to the M/s Agha Khan Foundation for construction of a teaching Hospital among others. Government then held negotiations with M/s Opec Prime (U) Limited for surrender of the land to which M/s Opec Prime agreed to surrender 24.426 hectares back to Government through Addendum Number 2 signed on 28th October 2015. (Appendix 3). This notwithstanding, M/s Opec Prime was still under obligation to deliver the project as agreed earlier in 10 years but with the residential units being completed within 4 years respectively and accord the former sitting





tenants the first priority/right to purchase the 1700 residential units among others.

2.4. Termination of the PPP Agreement

M/s Opec Prime (U) Ltd failed to deliver the project by 5th October 2017 as agreed with Government and due to the former's non-performance and breach of the PPP agreement on 9th August 2018 it was terminated. On 18th April 2018, M/s Opec Prime Ltd notified the Attorney General of its intention to commence arbitration. M/s Opec Prime proceeded to file an application to court vide Miscellaneous Cause No 41 of 2018 seeking a court order halting Government from terminating the PPP Agreement. Nonetheless, Government proceeded to terminate the PPP agreement on 9th August 2018. The High Court of Uganda at Kampala in Misc. Cause No 41 of 2018, granted an order restraining Government from evicting M/s Opec Prime from the Naguru land on the 29th August 2018 but government, in defiance of this court order, went ahead and re-entered the land. M/s Opec Prime filed an application for contempt of court against the Attorney General, ULC, Hon. Rukutana Mwesigwa, Hon Betty Amongi and Hon Baguma Isoke which was successful and the respondents ordered to pay a fine of UGX 50,000,000 each but was paid by Government. After termination of the PPP agreement, the land reverted to Government.

2.5 The Settlement Agreement between OPErand GoU

On 17th September 2021, a Settlement Agreement was executed between the developer and the Attorney General leading to a consent withdrawal dated 22nd September 2021. Later, M/s Opec Prime filed an application to court vide M.A No. 1568/2021 to vary the terms of the consent withdrawal to include terms of the settlement agreement. The Attorney General conceded to this application and a consent variation order was issued by the High Court but this was later annulled on review in Misc. application 223 of 2022. It was held that:

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"accordingly, the consent order in MA No 1568 of 2021 that varied the onset withdrawal under Misc. Cause No 41 of 2018 was unlawful and declared null and void. Consequently, the pending application M.A No 06 of 2022 that arises from M.A No 1568 of 2021 is of no legal consequence and hereby declared a nullity"

In January 2022, following the allocation of the land at Naguru by ULC, M/s Opec Prime filed contempt proceedings at the High Court vide M.A No 06/22 arising from Miscellaneous Application No. 1568/2021. The application for contempt of court was overtaken by events following the filing of Miscellaneous Application No. 223/2022 for a review and setting aside of the variation of consent order which was successful. As can be seen above, the High Court agreed with the Applicant that following the consent withdrawal by parties, the court became functus officio and incapable of reopening the matter to vary the consent withdrawal hence the consent variation of the withdrawal order was a nullity. This further implies that the court order from which the contempt of court proceedings were based was a nullity. This notwithstanding, the High Court also held that the settlement agreement as signed on 17th September 2021 remains a contract between the respondents, being OPEC Prime Properties Ltd, Opec Prime properties (U) Ltd and the Attorney General, and reflects what the parties agreed upon though it has no force a court decree since its inclusion under Miscellaneous Application No 1568 of 2021 was unlawful.

3.0. METHODOLOGY

3.1 The Committee held meetings with the following stakeholders:

- Hon Judith Nabakooba, Minister of Lands and Urban Development
- Hon Dr. Sam Mayanja, Minister of Lands and Urban Development
- Hon Magezi Raphael, Minister of Local Government
- Hon Persis Namuganza, Minister of State for Housing

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- Hon Kiryowa Kiwanuka, the Attorney General
- Hon Minsa Kabanda, Minister of Kampala Capital City and Metropolitan
 Affairs
- Hon Dorothy Kisaaka, Kampala Capital City Authority
- The registered tenants of Naguru Housing Estate
- The beneficiaries/ allocatees of the Naguru land
- Nakawa Division leadership
- Hon. Betty Kamya, Former Minister of Lands, Housing and Urban Development
- Uganda Land Commission
- Chairperson of Uganda Land Commission
- M/s OPEC Prime Properties Ltd
- M/s Mediheal Hospital
- M/s Roko Construction Ltd
- M/s Agha Khan Hospital

3.2 The Committee further reviewed the following relevant documents:

- The PPP Agreement between Government of Uganda and OPEC Properties
- The Addenda 1 and 2 to the PPP Agreement
- Memorandum of Understanding between Government of Uganda and the registered tenants
- Correspondences between H.E the President and Government Agencies.
- The report of the Cabinet Sub Committee on dealings with third parties in Naguru land.
- Correspondencies between the Minister of Lands Housing and Urban Development and ULC
- Correspondencies between ULC and other entities

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- 3.3 The Committee carried out field visits to the Naguru and Nakawa lands for on-site check of the activities going on and by whom.
- 4.0 FINDINGS, OBSERVATIONS AND RECOMMENDATIONS

4.1 TOR 1: TO ASCERTAIN THE VARIOUS CLAIMANTS, THE NATURE OF CLAIMS THEY HAVE IN THE LAND, THE BASIS OF SUCH CLAIMS AND FURTHER ESTABLISH THE GENUINE OWNERSHIP OF THE DISPUTED NAKAWANAGURU ESTATE LAND

4.1.1 Size of the Land

The Nakawa – Naguru land is 142.5 acres. Of the 142.5 acres, 60 acres were re-allocated to the Aga Khan Foundation for construction of a Modern Teaching Hospital leaving a balance of 82.5 acres.

4.1.2 Allocatees

Following the termination of the PPP agreement by Government and subsequent re-entry into the land by ULC, being the custodian of government land, the land reverted to Government. The lease initially offered to M/s Opec Prime was cancelled and a record was re-entered into the register as such. Uganda Land Commission subsequently allocated the land as follows:

TABLE 1

Name of Beneficiary	Acreage	
Anil Damani	3 acres	
Arab Oil Supplies and Exploration Ltd	4 acres	
Dashen (u) ltd	3 acres	
Dembe Enterprises ltd	3 acres	

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Dominion Partners ltd	1 acres	7
EACOM International Ltd	0.30 acres	
Fakhruddin Properties Ltd	1.42 acres	
Phaneero International Ministries	4 acres	
Gash Logistics Ltd	0.8 acre	
Global Paper Products Ltd	0.6 acre	
Master Links Uganda Ltd	3 acres	
Meera Investments Ltd	3 acres	
Roko Construction Co.	2 acres	
Multi Consult Design Ltd	2 acres	
Rudra hardware and Tools Ltd	4 acres	
Seven Hills Apartments ltd	4 acres	
Wash and Wills Country Home Ltd	0.85 acre	
Internal Medicine of Virginia PC	15 acres	
Ntinda Wholesale Traders	2 acres	
National Library	2 acres	
Uganda Heart Institute	10 acres	
Nakawa Division	3.09 acres	

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St Peters church	1.18 acres	
Naguru Infant School	1.0 acres	<i>y</i>
Agha khan Hospital	60 acres	

The Committee observed that M/s Fakruddin Properties Ltd and M/s EACOM have not yet been issued certificates of title due to the fact that they have not yet completed the process of acquisition. However it was noted that NI/S Fakruddin has been frustrated by ULC by denying a new assessment yet the for 45 days was still varied. EACOM declined to take the offer because it was too small for their projec

4.1.3 OTHER CLAIMANTS

Despite the fact that land reverted to Government and was subsequently allocated to beneficiaries listed above, there are some other persons that have made claims as listed below:

- Allocatees by ULC
- Registered tenants
- Institutions
- Third party claimants

1. REGISTERED TENANTS OF NAKAWA - NAGURU HOUSING ESTATE

As earlier pointed out, in 2007 Government of Uganda signed a Memorandum of Understanding with the registered tenants who would be given first priority in the purchase of the subsidized and decent accommodation. The MoU therefore, paved way for the registered tenants to vacate and eventual site handover was done by His Excellency the President of Uganda on 14th October 2013. In the said MoU, the Government covenanted in paragraph 2 to:

- (i) Maintain a register of all the tenants of Naguru/Nakawa Housing Estates (2006).
- (ii) Engage a private developer to undertake the redevelopment of the said estate.
- (iii) Give periodic information as necessary to the registered tenants on the progress of the redevelopment of the said estate.
- (iv) Ensure that on completion of construction of the dedicated flat the registered tenants will be given the first priority to purchase the said flat erected by the developer.

Observations

The Committee noted that the core purpose of the project was to create a satellite city with modern settlements, facilities served and equipped with modern social amenities. The project was to construct 1747 units, which were to be subsidized for purchase by the former sitting tenants.

The Committee noted that after the termination of the PPP Agreement, Government decided to give ex-gratia of UGX 17,797,079 to the registered tenants for the loss of the opportunity to purchase the condominium properties.

The Committee however received various petitions from the alleged 'siting tenants' who claim were left out of the list and would therefore not benefit from the forbearance that Government had promised on the first call on the purchase of the condominium properties. The committee examined their claims but could not establish their genuineness especially since some of them were registered long after the PPP Agreement was signed.

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The Committee noted the advice rendered by the Solicitor General of Uganda to the Parliamentary Commission in respect of the legal strength of MoUs dated 24th May 2013 wherein he opined that:

> "a Memorandum of Understanding is a simple gentleman's agreement which does not create any right, duty or binding nature enforceable by a court of law. In Milner v. Percy Bilton (1966) 2 ALL ER 894 the term understanding was held to mean something quite different from a binding legal contract at utmost the word connotes a gentleman's agreement" Appendix 4

In light of the above, the Committee observed that the registered tenants of Naguru and Nakawa have no legal claim over Nakawa/Naguru Land.

It was further observed that despite a cabinet directive of 2019 to have the ex gratia funds made available to Ministry of Local Government by the Ministry of Finance, Planning and Economic Development, to compensate the former tenants of Nakawa - Naguru estate a decision which was also communicated to their association, to date it has not been implemented.

Recommendations

In light of the findings above, the Committee recommends that:

Payment of the ex-gratia UGX 17,797,079 should be expedited to bring the issue of former tenants to an end

2. THE EXISTING INSTITUTIONS

This category comprises of institutions i.e. Naguru Infant Primary School, KCCA Nakawa Division Headquarters inclusive of the Naguru estate Community Centre and the St Peters Church. While the church got a Certificate of Title for the land that they occupy, KCCA Nakawa Division Headquarters inclusive of the Naguru Estate Community Centre and the infant

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school have not received their certificates of title despite having allocation to the land they occupy.

Recommendations

In light of the findings above, the Committee recommends that:

Government should expedite the process of giving the two entities titles namely Nakawa division headquarters and Naguru Infant School to safeguard their interests

3. THIRD PARTY CLAIMANTS

This category includes parties that had entered into agreements with M/s Opec Prime Properties and had developments on their portions of the land. These include:

- o M/s Lukyamuzi Investments Ltd,
- o Hakim Mulindwa,
- o Acacia properties Ltd,
- o M/s Okecha, Baryayanga Advocates; and
- Prof. Gakwandi Shatto

This category claims an interest in a total of 12 properties on the said land.

Following the termination of the PPP Agreement and OPEC suing Government, Government under clause 2 of the Settlement Agreement agreed to recognize third parties with developed portions who executed agreements with M/s Opec Prime Properties Ltd and Opec Prime Properties (U) Ltd.

It is worth noting that the Solicitor General in his legal opinion to the Permanent Secretary Ministry of lands, Housing and Urban development on 8th June 2020, opined that 3rd Patties who had made developments on land

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measuring 12.17 acres should be provided leases in accordance with cabinet decision. However he further stated that persons and companies that entered into agreement with OPEC Prime properties ltd. had no legal claim against GoU based on the principle of privity of contract. The then Attorney General, Hon Byaruhanga, in a letter dated 8th July 2020 addressed to the Chairperson ULC stated that individual and companies that bought land for OPEC Prime got no interest in the land following the termination of the PPP agreement which formed the basis for the grant of the land to OPEC, and once terminated the land reverted back to GoU. The agreement between GoU and OPEC was a foundation on which those dealings were based. The termination of the PPP Agreement effectively extinguished any right or claim that was founded on that agreement. The GoU therefore owed no obligation to those third parties. With the destruction of the foundation on which transactions were built, anything built on that foundation collapsed.

The Committee was therefore curious as to why the office of the Attorney General sought to bind government in the agreement for third parties without legal basis

The Committee noted that even though the Settlement agreement recognised the 3rd Parties with development on the land, KCCA informed the Committee that some of the 3rd parties had no approved plans implying that such developments are illegal structure and do not attract any value in the eyes of the law.

The Commission informed the Committee that on 13th January 2022 it sat and revised the previous allocations that had been made. It was able to reserve 12 acres for Opec Prime properties and the third parties with developed portions and resolved that the land is resurveyed to account for the revised land sizes. It must be noted that no Commission minutes were adduced to corroborate this.

The Committee however notes that the Attorney General, Hon. Kiryowa Kiwanuka, deviated from his predecessor's position and signed a settlement







Agreement. He did not address his mind to the establishment of illegal structures, which were constructed without KCCA approval by allowing compensation of the same by Government under the Settlement Agreement

Observations

The GoU has no obligations to the third parties who bought land from OPEC Prime ltd

The Committee noted that any right claim to 3rd parties founded on the agreement between OPEC Prime and GoU was legally enforceable on and not GoU

The Payment for ROKO Construction of UGX 15 bn was irregular because its claims should have been against OPEC Prime and not GoU.

Recommendations

In light of the findings above, the Committee recommends that:

The settlement agreement should not be implemented by both parties

The IGG should investigate further this matter with a view to bringing to out any wrong doing

Government should recover the Payment made to ROKO Construction

The illegal structures on the Naguru land should be demolished and the responsible KCCA officers be held responsible

KCCA in Collaboration with the Ministry of Lands, Housing and Urban Development should develop a plan Naguru and ensure strict compliance by developers

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4.2. TOR 2. TO EXAMINE THE STATUS OR FATE OF THE FORMER OCCUPANTS IN THE NAKAWA-NAGURU ESTATE LAND, IN LIGHT OF THE ONGOING DISPUTES OVER THE LAND

The verified number of registered tenants of the Nakawa /Naguru Estate is 1,747 as per the submission from the Nakawa/Naguru Tenants Association. As earlier pointed out, the tenants entered into a MoU with Government to vacate the land for developments and were assured of accessing the modern housing units at a subsidized rate, and would be given first priority of purchase of the units, after the project completion.

However, this never happened because the project did not take off as earlier planned and anticipated. Government thereafter decided to pay exgratia amounting to UGX 17,797,079 to each registered tenant.

The Committee also received some petitions from some tenants who claim to have been left out by the Tenants Association yet they were bonafide tenants. This was not verified due to time constraints.

The Committee was informed that government has since not honoured its promise and decision to pay the ex-gratia to the registered tenants despite several requests being made to the Ministry of Finance by office of the President to pay the registered tenants. This notwithstanding, the committee notes that an ex-gratia payment is a favour or from a sense of moral obligation rather than any legal requirement. Despite this finding, Government committed itself to pay.

Recommendation

Since Government committed to make ex gratia payments of UGX 17,797,079 to each of the registered tenants and it should honour the same without further delay.

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4.3. TOR 3: TO EXAMINE THE PROCESS THROUGH WHICH THE LAND IN THE NAKAWA NAGURU ESTATE WAS ALLOCATED TO THE VARIOUS CLAIMANTS

As earlier observed, after the termination of the PPP Agreement between M/s Opec Prime Properties and the Government of Uganda and subsequent re-entry on 19th September 2018, the Government regained ownership of the land.

According to the ULC Chairperson, after the then Minister, Hon Betty Kamya visit to the land in Naguru on 26th February 2020, there was an influx of applications which prompted ULC to start the process of ****** issuing guidelines to the applicants.

The ULC commenced on a process of reallocation based three categories:

- o Presidential directives
- o Ministerial directives
- o Third parties with development
- Residual land for fresh applicants

The ULC in the meeting held on between 9^{th} -2 February 2021 under Min. 3/2/21 came up with a criteria that applicants were to follow. This criteria was then placed on the Notice Board and included the following

- (a) Legal existence of the company/partnership
- (b) Particulars of Directors
- (c) Annual Audited Accounts
- (d) Experience in handling similar projects
- (e) Governance/ company structures
- (f) Business plan for development of the land

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- (g) Proof of tax compliance
- (h) Proof of source of funding
- (i) Submission of support documentation for the applications.

This process attracted the attention of His Excellency the President of Uganda who vide a letter dated 26th June 2020 shared his concerns as follows:

"... I therefore need to be convinced that the companies you have allocated the land have both the technical and financial capacity to develop it and are not mere speculators. I also need to be informed about the projects they are going to undertake and what strict conditions have been given to them by Government to ensure compliance.

In addition, there is need to consider whether the proposed projects are compatible.... In the meantime, the process of issuing titles to individual companies (save for the hospital [Internal Medicine of Virginia, PC]) should be halted pending the submission and consideration of your report. The hospital should be allocated 15 acres as earlier directed"

This directive was re-echoed by the then Minister of Lands, Housing and Urban Development vide a letter to the Chairperson of the ULC dated 8th February 2021 wherein she opined:

"I am reliably informed that during the week that commenced on 1st February 2021, Uganda Land Commission allocated part of Naguru land to the following organisations ... unfortunately, this was against the express directive of H.E the President of Uganda through a letter to you Ref: PO/19 dated 26th June 2020 in which he directed that the process of issuing titles to individual companies save for M/s Internal Medicine of Virginia be halted pending submission and

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consideration of your report ... Besides, through several communications by the Attorney General, Solicitor General and myself, it has been made clear that Naguru land is still a subject under the administration of cabinet which set up an Inter-Ministerial Committee chaired by the Minister for Kampala Capital City and Metropolitan Affairs to examine and recommend to Cabinet how to deal with third party claimants and other interests on Naguru land.

I therefore direct that the process of allocating land in Naguru beginning with offer letters to allocates through surveys and mapping, production of deed plans, valuation for payment of stamp duty and production of certificates of titles be stayed until Cabinet has discussed the Inter-Ministerial Committee report and made decisions."

Observations

- The committee saw no evidence of communication lifting the presidential and ministerial directives.
- The committee observed that ULC did not follow its own set criteria in allocating the Naguru land.
- The documents from some of applicants reviewed did not comply with the set parameters.
- These entities are as follows:

M/s Internal Medicine of Virginia PC/ Internal Medicine Virginia Limited

- 1. They never interacted with the ULC as required
- 2. They have no Offer letters
- 3. No forwarding letter from ULC











- 4. No audited accounts
- 5. No proof of ability to execute similar projects
- 6. No known address i.e. not traceable
- 7. No original documents for consideration as required by law

M/s Phaneroo Ministries

- 1. No experience in handling similar projects
- 2. No proof of source of funding
- 3. It's a company limited by guarantee not permitted to do business
- 4. No proof of tax compliance

M/s Arab Oil Supplies and Exploration

- 1. No experience in handling similar projects
- 2. No proof of source of funding
- 3. No proof of tax compliance
- 4. No audited accounts

M/s Master Links Uganda Ltd

- 1. No experience in handling similar projects
- 2. No proof of source of funding
- 3. No proof of tax compliance
- 4. No audited accounts
- 5. No bank statements

For more details see Appendix 10

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However, due to influence peddling, the certificates of title were issued to the above entities despite the obvious non-compliance to the ULC set parameters.

With the above findings, it is clear that the actions of ULC in allocating and issuing of certificates of title was in contravention of the set criteria.

Recommendations

- 1. The Secretary ULC and the Commissioners should be held accountable and indeed, retired in public interest for the omissions in the allocation of Naguru land. They should vacate offices also.
- 2. The leases between the ULC and the entities that did not qualify for allocation be terminated.

4.4. TOR 4: TO ESTABLISH THE TOTAL AMOUNT OF PROCEEDS FROM THE SALE OR RENT OF LAND IN THE NAKAWA – NAGURU ESTATE

The Committee established that all the Nakawa – Naguru land was leased out to various developers by Government. During the process of leasing, all private entities were required to pay rent, premiums and stamp duty following assessment by the Chief Government Valuer.

ULC realized UGX 10,288,400,000 as Premium and UGX 468,300,000 as ground rent. The table below shows the payments so far made as at March 2020

TABLE 2:

No	Beneficiary	Acreage	Premium	Annual Ground
			(UGX)	Rent (UGX)
1.	Anil Damani	3 acres	900,000,000	45,000,000
2.	Arab Oil Supplies	3 acres	1,200,000,00	60,000,000

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	and Exploration			
	Ltd			
3.	Dashen (u) ltd	3 acres	900,000,000	45,000,000
4.	Dembe Enterprises ltd	3 acres	900,000,000	45,000,000
5.	Dominion	1 acres	300,000,000	15,000,000
	Partners ltd			
б.	EACOM International Ltd	0.3 acres	The portion allocated to the is too small for their project	nil
7.	Fakhruddin Properties Ltd	1 acres	Waiting for new assessment	Nil
8.	Phaneero International Ministries	4 acres	1,200,000,000	60,000,000
9.	Gash Logistics Ltd	0.8 acre	258,000,000	12,900,000
10.	Global Paper Products Ltd	0.6 acres	180,000,000	9,000,000
11.	Master Links Uganda Ltd	3 acres	900,000,000	45,000,000
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12.	Meera Investments Ltd	3 acres	900,000,000	45,000,000
13.	Roko Construction Co.	2 acres	waiting for assessment	Nil
14.	Multi Consult Design Ltd	2 acres		
15.	Rudra hardware and Tools Ltd	4 acres	1,185,000,000	59,250,000
16.	Seven Hills Apartments ltd	4 acres	1,182,000,000	59,100,000
17.	Wash and Wills Country Home Ltd	0.85 acre	225,000,000	12,750,000
18.	Internal Medicine of Virginia PC	15 acres	Waived the premium by Hon Kamya	300,000
19.	Ntinda Wholesale Trades	2 acres	594,000,000	29,700,000
	Totals		10,283,400,000	468,300,000

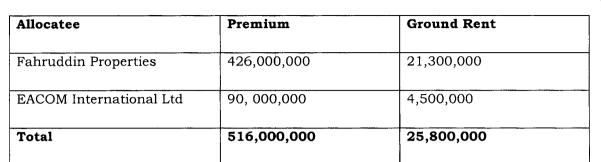
The following allocates have not met their financial obligations which are conditions precedent for ownership:

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TABLE 3:



Source: Status report from ULC dated March 2020

It was established that institutions such as the Uganda Heart Institute, National Library, Nakawa division Headquarters, St Stephens Church, and Ntinda Wholesalers, Virginia Internal Medicine never paid premium as they were given a waiver by the Minster, Hon. Betty Kamya whoi wrote to ULC to waive off the Premium and ground rent but they were issued peppercorn leases¹.

4.5 TOR 5: TO ESTABLISH ANY POSSIBLE FRAUDULENT ACTIVITIES OR FLAWS COMMITTED IN THE DISPOSAL/ALLOCATION OF LAND IN NAKAWA - NAGURU ESTATE

1. Land Allocations

The Committee established that following the re-entry of the Naguru land by ULC, the Commission proceeded to allocate the land on the basis of the following:

- 1. Presidential directives
- 2. Cabinet decisions
- 3. ULC criteria

Most allocatees informed the committee that they got information about the availability of land at Naguru estate through brokers who aided them in the application process. The ULC on the other hand, submitted that following the

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¹ Peppercorn is a metaphor for very small cash payment or other nominal consideration, used to satisfy the legal requirement for the creation of a legal contract.

visit of the Minister of Lands Hon. Betty Kamya and the technical team, they had an influx of applications. In order to handle the applications, they issued a notice detailing the requirements which the application should submit alongside their applications. The ULC never issued an advert for the available public land. In this regard, the committee observed that the ULC acted in a non-transparent manner. It indeed, acted in a manner devoid of integrity expected of a public entity. As a result, entities and individuals who had capacity to develop the land were deprived of the information and knowledge of land availability.

The Committee further established that the ULC does not have formal criteria for allocating public land.

The Committee also established that the Commission lacks an inventory of the land under its custody and mandate. Because of this it is the applicants who identify government land and bring it to the attention of the Commission.

The Committee invited all the land allocatees as highlighted above through the adverts in the press, invitations and summons and most of them turned up save for Internal Medicine of Virginia Ltd. The Committee also found that ULC in its interaction with the allocatees to assess their capacity to develop the land they applied for, did not interact with Internal Medicine of Virginia, save for the Chairperson who only physically interacted with a one Farouk. Efforts to reach them were futile. Indeed, it was the testimony of the Commission that a search for Internal Medicine Virginia, PC turned out to be futile. Even when they were offered an opportunity to interact with the Commission on zoom at an agreeable time nobody showed up. Refer to letters from the Chairperson, ULC to Internal Medicine of Virginia dated 6th October 2020 and 29th September 2020 respectively. (Appendix 5 and 6 respectively) The committee took note of the letter of the President dated 16th May 2021 (Appendix 7) in which he stated:

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"Sometime back, I met the owners of Internal Medicine of Virginia PC who are interested in building a specialized hospital and medical school in Nakawa/Naguru estate.

I directed the Minister of Lands to have 15 acres allocated to this group on the Nakawa/Naguru land.

I have been informed that the group have registered a local company in Uganda for the same project however, are having challenges registering the land in the new names, because my directive indicated Internal Medicine of Virginia PC, and not Internal Medicine of Virginia Limited.

I, therefore, directed you to register the land in the names of Internal Medicine of Virginia Limited."

Even then, the new Internal Medicine Virginia Limited, was nowhere to be seen during the committee processes. Even when the committee ran a public advert in the media nobody showed up. (Appendix 8)

As such, the committee wondered what criteria was used to evaluate and approve them as suitable for allocation without ever interacting with the company. The committee could not examine their financials to determine its ability to undertake the mooted investment because they were a newly formed company. No business plan or even tax clearance was submitted. They did not even attempt to comply with the criteria for assessment prescribed by the ULC. To make matters worse, despite the Chief Government Valuer assessing UGX 4.5 Billion of Premium and Annual Ground rent at UGX 225 Million, Internal Medicine of Virginia ended up only paying UGX 300,000 as peppercorn ground rent for 15 acres. Refer to a letter by the Permanent Secretary, Ministry of Lands dated 25th January 2022 addressed to the Secretary Uganda land Commission attached hereto and marked Appendix 9.

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The Committee concluded that M/s Internal Medicine Virginia, PC is nonexistent and a sham of an investor as such the land allocated to them should be recovered and the lease terminated.

The Committee observed that despite the lease allocation to Virginia being a presidential directive, the ULC in implementing it ought to have complied with the law and its own set criteria. For the avoidance of doubt, the ULC in its meeting held between 9th and 12th February 2021 under Minute No. 3/2/2021 paragraph 3.1.3 set the following parameters for assessing the suitability of applicants.

- 1. Information about the company which would require a study of the company profile, certificate of incorporation, memorandum and articles of association, governance structures in place, particulars of directors of the company.
- 2. Financials of the company in regards to Bank statements and Tax clearance Certificate.
- 3. Experience in terms of applicants brief on similar undertakings, magnitude, size and value of the developments over the last five years, investment plans, use and relevance of the project and the area.

An analysis of all the application data reveals that the ULC ignored its own set parameters especially in the allocation and lease offers to M/s Internal Medicine of Virginia PC, M/s Master Links Uganda Ltd, M/s Phaneroo Ministries and M/s Arab Oil Supplies and Exploration Ltd. If the criteria had been followed, none of these entities would have qualified for allocation of land in Naguru. The respective certificates of titles should be cancelled.

It is the considered view of the committee that such land should have been allocated to genuine developers who can offer the same solution like what was touted as being provided by Internal Medicine of Virginia such as M/s Mediheal Group of Hospitals Ltd (the Committee interacted with them and were found to be

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credible and with demonstrable experience through their wide network of hospitals in Kenya and Rwanda) and Uganda - China friendship Hospital who have requested government for more land for expansion.

It is important to note that the said investor M/s Mediheal Group of Hospitals Ltd has a Presidential directive that has not been honoured even when they meet the criteria set by the ULC.

A further analysis of the application data shows that the following companies fully complied with the set criteria and qualifies for the allocations.

- 1. Anil Damani.
- 2. M/s Dembe Enterprises.
- 3. M/s Farkhruddin Properties Ltd.
- 4. M/s Rudra Hardware and Tools Ltd.
- 5. M/s Dominion Partners Ltd.
- 6. M/s Seven Hills.
- 7. M/s Gash Logistics Ltd.
- 8. M/s Ntinda Whole Sellers.
- 9. M/s Dashen Uganda Ltd.
- 10. M/s Global Paper Products Ltd.
- 11. M/s Meera Investments.
- 12. M/s Wash and Wills Country Home Ltd.

The Committee recommends that the certificates of the titles be upheld

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2. INTERFERENCE BY MINISTERS

A further review of the application data established that Hon. Persis Namuganza, then Minister of State for Lands, brought to the attention of ULC 'Presidential directives' for allocation of land to entities yet such presidential directives were not documented, traced or even availed to the committee. A case in point is a letter dated 24th January 2020 the Minister brought to the attention of Chairperson ULC entities and persons whom the President is purported to have issued directives for allocation of land. These entities included Anil Damani, Seven Hills and Princeton Children's Medical Centre.

The Committee noted that these 'Presidential Directives' were non-existent and Mr. Anil Damani denied ever writing the letter to the Minister and the signature appended to it.

It was also observed that Hon Namuganza Persis abused her office and authority by directing ULC to allocate land to entities while purporting to communicate Presidential directives which were non-existent.

Recommendations

In light of the above findings, the Committee recommends that:

- 1. Hon. Persis Namuganza be held accountable for abuse of office for misleading ULC into allocation of land to individuals and entities following Presidential Directives which were non-existent.
- 2. Parliament, being aware of the decisions in Fox Odoi Oywelowo v
 AG and Twinobusingye Severino v AG parliament, urges the
 appointing authority to temporarily relieve Hon Namuganza Persis
 of her duties to pave way for investigation by the relevant organs
 of Government.

The Committee noted that the undue interference by Ministers and other government officials in the process leading to the re-entry of the Naguru land

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portrayed Government in bad light and resulted into financial loss upon the Minsters being found in contempt of Court and being ordered to pay UGX 50,000,000, a cost that was borne by Government. These Ministers included, Hon. Mwesigwa Rukutana, then Deputy Attorney General, Hon. Betty Amongi, then Minister of Lands, Housing and Urban Development, and Hon. Baguma Isoke, the then Chairperson of the ULC.

Recommendations

- 1. The Committee recommends that the monies that were ordered by Court to be paid by individual Ministers but was paid by government be recovered from them.
- 2. Government officials should always respect and follow the law in execution of their respective mandate.

3. VARIATIONS IN ALLOCATIONS

The Committee noted that although the ULC formally communicated the acreage of land allocated to allocatees, the certificates of title issued to them indicated less acreage than was allocated with no explanation to the allocatees. Whereas lease offers of less acreage were communicate by the Secretary to the Commission, there were no minutes of the Commission availed to the committee to support such reductions or variations in sizes connoting the existence of fraudulent intent. The ULC explained to the committee that due to the very many applications and directives at hand for the scarce resource they made several adjustments to the allocations with no justifiable reason. The variations that were done were as below:





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TABLE 4:

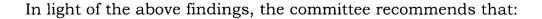
No.	Allocatee	Communicated	Offer
		Allocation	
1.	Dashen Uganda Ltd	4 acres	3 acres
2.	Dembe Enterprises Ltd	4 acres	3 acres
3.	EACOM international Ltd	3 acres	0.30 acres
4.	Fakhruddin Properties Ltd	3 acres	1.42 acres
5.	Phaneroo Ministries International	3 acres	4 acres
6.	Gash Logistics Ltd	1 acre	0.85 acres
7.	Global Paper Products Ltd	2 acres	0.6 acres
8.	Master Links Uganda Ltd	4 acres	3 acres
9.	Meera Investments Ltd	4 acres	3 acres
10.	Wash and Wills Country Home Ltd	1 acre	0.35 acres
11.	Seven Hills Apartments Ltd	3 acres	4 acres
12.	Dominion Partners	2 acres	1 acre
13.	Arab Oil Supplies and Exploration Ltd	3 acres	4 acres

As earlier noted, no Commission Minute was availed to the committee to explain these variations. Similarly, some allocates protested the variations as no explanation was given them.

The Committee observed that this exposes the Government to a very serious legal risk which could result into litigation in courts of law and as a result lead to loss of funds.



Recommendations:





- 1. The Secretary to ULC, Ms Barbra Imaryo, should be held liable for altering the size of the acreage without a commission minute to the effect
- 2. Allocations and lease offers should only be communicated to potential lessees upon proper ascertainment of the size of the parcels allocated to them.

4.6. TOR 6: TO PROPOSE MEASURES TO SAFE GUARD THE INTERESTS OF GOVERNMENT IN THE NAKAWA-NAGURU ESTATE LAND.

Having highlighted several challenges throughout this report, the Committee recommends the following measures to safeguard the interests of Government:

- 1. In a bid to resolve the confusion that is evident in the relations between the ULC and the Ministry of Lands and in the process of disposal of public land, the Committee recommends that government fast tracks policy and legislative proposals.
- 2. The Committee having established that the ULC does not have an inventory of the land it superintends over, administers and manages, the Committee recommends that all government land be identified, surveyed and titled to avoid loss. In this regard, ULC should have a proper inventory and land register.
- 3. The Committee observed that ULC, lacks both financial and Human Resources capacity to satisfactorily execute its mandate and has often relied on the Ministry of Lands to second personnel to help it out in technical aspects of land management leaving it very vulnerable to unscrupulous land dealers. The Committee therefore, recommends that

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the personnel, their technical capacity and financial capacity of the Commission be strengthened.

- 4. The Committee recommends for appointment of a more technically competent commission with exposure and experience in land management.
- 5. ULC should exercise its rights comprised in the lease agreements with the lessees to ensure the terms and conditions of the lease are fully complied with and take timely appropriate action for those not in compliance to avoid a further reoccurrence of the Opec Prime scandal.
- 6. The current commission be retired in public interest for abuse of authority and violation of the executive authority in Uganda.
- 7. Government should follow the law and obey court orders to avoid unnecessary reputational and litigation associated risks and co

4.7. TOR. 7. TO INVESTIGATE ANY OTHER MATTERS INCIDENTAL TO THE NAKAWA-NAGURU ESTATE LAND.

The committee did not have adequate time to delve into other incidental matters but found it pertinent to comment on the allocation to M/s Roko Construction Ltd and the settlement agreement.

1. Roko Construction Ltd

The Committee in its interaction with Roko was informed that M/s ROKO Construction Ltd was allocated land inclusive of the 1.7 acres for which they were compensated for by Government. ULC in its meeting held between 9th and 12th 2021 under minute number 3/2/2021 allocated 2 acres of land to ROKO construction company limited. The Chairperson informed the Committee that in allocating 2 acres they considered the 1.7 acres on which Roko had initially constructed a slab for Opec Prime. The Committee noted that Roko Construction Ltd had been compensated UGX 15,720,305,440 in lieu of any

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interest they held in two acres earlier allocated to them, inclusive of the slab. This figure is inclusive of 8% interest rate per annum..

ULC in its status report dated August 2020 sated as flow:

"—ULC considered opinion is the ROKO has no legal basis for any payment as it failed to fulfil its obligations with OPEC Prime at the time of re-entry-, which would be the basis of its claim, ROKO therefore has no claim the land"

At the time of this report writing, there was no evidence that GoU had instituted any legal proceedings against OPEC Prime.

There were irregularities in signing and effecting payments to ROKO Construction company as reflected in the Deed between GoU and ROKO. Whereas there was a Presidential directive to effect payment to ROKO Construction Company in a letter dated 20th September 2021 (Appendix. 11), it should have been done within the law. Mr Ramathan Ggoobi, who signed the Deed of Settlement and Assignment on behalf of government (Appendix 12), made payments to ROKO Construction Company on 18th October 2021 via invoice Number SP050/OCT before the Deed of Settlement and Assignment was signed on 19th November 2021. He informed the Committee that he was implementing the presidential directive which stipulated that he should effect payments immediately as reflected in his letter.

Recommendations

- 1. The Committee recommends that the land allocated to Roko Construction Ltd should be revalued taking into account the appreciation in value and the fixtures thereon before the lease offer is made
- 2. GoU should recover UGX 15,720,305,440 paid to ROKO from OPEC Prime properties.

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3. Mr Ramathan Ggoobi should be cautioned for making payments to ROKO Construction irregularly.

4. The Presidential directives should be implemented within the law

2. Uganda Land Commission

The vacation of the Chairperson of ULC from office, albeit temporarily pending determination of the court matters and other investigations against her, poses governance challenges to the Commission rendering their decisions questionable.

3. Legal Framework

The Committee observed that there is no clear legal framework guiding the operations and relations between the Ministry of Lands and the Commission to enable smooth and transparent management of land owned by Government.

5.0. CONCLUSION

Rt. Hon Speaker and Hon Members, the *Adhoc* Committee dwelled into all the details of the Naguru/Nakawa land allocations as per the Terms of Reference and came out with the recommendations highlighted above. These should form a basis for a long lasting solution to the challenges in the development of the areas for the good of the country.

The recommendations should also create a basis for more transparent and accountable system of disposal of public land in the whole country. Suffice to submit that there is urgent need of the legal regime to streamline the process of giving out and use of public land.

I would like to thank the Members of the committee for the commitment they exhibited in the short time and beg to report

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SIGNATURE SHEET FOR THE REPORT OF ADHOC COMMITTEE ON

NAGURU -NAKAWA LAND ALLOCATIONS

NO.	NAME	POSITION	SIGNATURE
1.	Hon Dan Kimosho	Chairmanan	
	Hon Dan Kimosho	Chairperson	Prouve
2.	Hon Agnes Atim Apea	Member	·
3.	Hon Anthony Akol	Member	
4.	Hon Aisha Kabanda	Member	
5.	Hon Asuman Basalirwa	Member	
6.	Hon Jonathan Ebwalu	Member	
7.	Hon Dicksons Kateshumbwa	Member	Rale J.
8.	Hon Sarah Opendi	Member	Jan P.
9.	Hon Rita Atukwasa	Member	more.

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THE REPUBLIC OF UGANDA

CONTRACT NO. 0092

PUBLIC PRIVATE PARTNERSHIP AGREEMENT

(THE "PPP AGREEMENT")

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF UGANDA

REPRESENTED BY MINISTRY OF LOCAL GOVERNMENT

(THE 'CLIENT')

AND

OPECPRIME PROPERTIES LIMITED

TOGETHER WITH

OPECPRIME PROPERTIES (U) LIMITED

(THE 'DEVELOPER')

Drawn by

The Attorney General's Chambers

Ministry of Justice and Constitutional Affairs

Kampala

OPECPRIME

PROPERTIES

LIMITED

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BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF UGANDA REPRESENTED BY THE MINISTRY OF LOCAL GOVERNMENT of Workers' House, Plot 1 Pilkington Road, P.O. Box 7073 Kampala hereinafter referred to as the "Client" (which expression shall where the context so admits include its assignees, nominees, transferees, successors in title and legal representatives) of the one part,

AND

OPECPRIME PROPERTIES LIMITED of Princess Park Manor, Friern Barnet Road, New Southgate, London, N11 3FL United Kingdom, and OPECPRIME PROPERTIES (U) LIMITED hereinafter jointly and severally referred to as the "Developer" (which expression shall where the context so admits include its assignees, nominees, transferees, successors in title and legal representatives) of the other part;

All hereinafter jointly referred to as the "Partles" and severally as "Party".

PREAMBLE

WHEREAS:

Para di disposicione di considera

- 1. The Client is desirous of re-developing the areas and locations known as the Narquoi Nakawa
 - Housing Estates into two Ultra Modern Satellite Towns (hereinafter referred to as (NNST) through the construction of modern residential, commercial and institutional properties and premises, by engaging a the Developer as a private developer to undertake the redevelopment of the said estates as aforementioned using the resources mobilised by the Developer;
- The Client through international competitive bidding called for and received bids to undertake the above task and has after exhaustive scrutiny and evaluation identified and accepted a tender from Opecprime Properties Limited to undertake the said development of NNST;
- Opecprime Properties Limited has accepted the offer, depicted, demonstrated and exuded technical, professional competence and financial ability to undertake the redevelopment of NNST to the satisfaction of the Client;
- 4. Opecprime Properties Limited has incorporated in Uganda Opecprime Properties (U) Limited (hereinafter both jointly and severally referred to as the "Developer") with the sole purpose of holding title to the Project Site and subject to this agreement to assume certain rights and obligations.
- 5. The Client has earmarked and set aside the land comprised in the said Naguru/Nakawa Housing Estates (the "Project Site") for use by the Developer to undertake the said redevelopment and the

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Developer is required to use the said land for, among others, the construction of 1747 modern subsidized residential units (hereinafter called the "Dedicated Units") for the purchase by and resettlement of the registered tenants of Naguru/Nakawa Housing Estate who would have entered into Memoranda of Understanding with the Client, whose names are appended on to this PPP Agreement, and other residential, commercial, public and institutional properties and premises as shall be deemed necessary by the Developer for an ultra modern satellite town and in accordance with the Developer's approved Work Plan and commercial requirements;

5. The Developer is required to undertake the aforementioned re-development of NNST using the Developer's own financial and other resources that the Developer would be at liberty to mobilize, and, for the avoidance of doubt, the Client will not provide any direct funding for the redevelopment;

NOW THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1.0 Definition

In this PPP Agreement defined words and expressions shall have the meaning as are respectively assigned to them below and cognate expressions shall have corresponding meaning. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

"Completion Certificate" the certificate to be issued by the Independent Certifier, declaring that each Dedicated Unit or set of units has been completed, in accordance with the Developer's Work Plan.

"Consents" all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licences, required to be issued by or made with any authority in connection with the performance of any of the Project Deliverables in accordance with the relevant law;

*Force Majeure" has the meaning set forth in Clause 20.0 of this PPP Agreement;

"Good Industry Practice" applying, in relation to the manner in which the redevelopment of NNST is performed and the Project is undertaken, the international standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;

Independent Certifier the Independent Certifier appointed pursuant to Clause 15.0 and who is responsible for issuing the Completion Certificate declaring that the Works have been completed;

"Client's Default" has the meaning set forth in Clause 26.2;

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"Parties" the Developer and the Client, their respective assignees, nominees, transferees, successors in title or legal representatives;

"Developer Default's" has the meaning set forth in Clause 26.4;

"Project" means generally the redevelopment of the Naguru/Nakawa Housing Estates into an Ultra Modern Satellite Town including the completion of 1,747 Dedicate Units; and other commercial and institutional premises, among others.

"Project Deliverables" means generally the establishment of NNST and specifically the construction of the Dedicated Units, commercial and institutional premises in accordance with the Developer's Designs. Plans and Drawings as well as the exercise and performance of all other rights and obligations of the Developer under this PPP Agreement;

"Project Site" all land made available by the Client to the Developer for the conduct of the Project Deliverables comprised in Certificates of Title described as Leasehold Register Volume 447 Folio 6, Plots No. 12 to and inclusive of 80 and Leasehold Register Volume 2825 Folio 7, Plots No. 2 to and inclusive of 32, both measuring an aggregate of 56.1 hectares;

"Signature Date" the date, month and year upon which the last of the Parties duly and fully executes or causes the due and full execution of this PPP Agreement;

"NNST" Means Naguru/Nakawa Satellite Towns

"Unforeseeable Discriminatory Conduct" has the meaning set forth in Clause 21.0 of this PPP Agreement.

1.2 Interpretation

In this PPP Agreement, except where the context otherwise requires:

- (i) Words indicating one gender include all genders.
- (ii) Words indicating singular also include plural and words indicating the plural also include the singular.
- (iii) Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; and
- (iv) "Written" or "writing" means handwritten, type written, printed or electronically made, and resulting in a Permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these provisions of this PPP Agreement.

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2.0 Documents forming part of this PPP Agreement

The following documents shall be deemed to form and be read and construed as part of this PPP. Agreement:

- (a) Solicitation Document;
- (b) Letter of Tender Award;
- (c) Letters of Bid Acceptance;
- (d) The Developer's Bid, including clarifications;
- (e) The Developer's Designs, Plans and Drawings;
- (f) The Developer's Work Plan;
- (g) The Performance Bond obtained by the Developer in favour of the Client in relation to the Project;
- (h) Signed Minutes of all Negotiation Meetings;
- (i) Register of the tenants of Naguru/Nakawa Housing Estate who have signed the Memoranda of Understanding with the Client and who are the beneficiaries of the Dedicated Units;
- (j) Memorandum of Understanding between the Client and the beneficiary tenants of the Naguru/ Nakawa Housing Estates;
- (k) Land titles to the Nakawa and Naguru Land;
- (I) Information and correspondence exchanged with respect to the Developer's tax incentives in respect to the Project and this PPP Agreement; and
- (m) Any other documents that may be agreed upon from time to time in writing by the Parties as forming part of this PPP Agreement.

3.0 Objectives and guiding principles of this PPP Agreement and the Project

The Project is undertaken as a Public-Private Partnership project between the Client and Developer and, as such:

- (i) The Developer hereby assumes all the financial, technical and operational obligations and risks in the design, financing, building and operation of a Project, subject to this PPP Agreement;
- (ii) The Developer recognizes and shall accommodate the existing title holders and specified institutions within the Project Site in the Developer's overall plan for NNST and Business Plans as follows:
 - (a) Places of worship occupying land measuring up to 1.36 hectares in Nakawa Estate and 1.73 in Naguru Estate.
 - (b) Educational institutions occupying land measuring up to 0.90 hectares in Nakawa and 0.80 hectares in Naguru Estate.
 - (c) Kampala City Council Nakawa Divisional headquarters inclusive of the Community Centre in Naguru Estate occupying land measuring up to 1.24 hectares.

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To that end, the Client shall facilitate negotiations between the Developer and the said title holders and specified institutions;

- (iii) The Developer shall undertake the Project, particularly in the construction of the 1747 Dedicated Units, with a view and objective to constructing and completing the said Dedicated. Units in a timely manner, in any case not later that 4 years from the Signature Date, subject to and in accordance with the Developer's Work Plan, and coming up with low-cost affordable housing Dedicated Units in line with and to meet the Client's objective of providing the housing needs of the low-income sections of the Ugandan community; as well as the erection of other commercial and institutional properties and premises in accordance with the his Business Plan.
- (iv) The Client shall do all such things as are necessary to permit and or enable the Developer to realize the commercial objectives of the Project; and
- Should the meeting of the objectives of any Party require the amendment of this PPP Agreement, the Parties shall procure the amendment of this PPP Agreement to permit the other Party meet its objectives.

4.0 Certificates of Title to the Project Site

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- Immediately upon the Signature Date, but in any case not later than 30 days thereafter, the Client shall transfer, or procure the transfer of ownership of the Certificates of Title to the Project Site into the names of OPECPRIME PROPERTIES (UGANDA) LIMITED, with a ninety-nine (99) year lease, subject to the condition that rent therefor shall be paid at an annual rate of Uganda Shillings equivalent of USD 10 (Ten United States Dollars) and further conditions as will be set out in the lease agreement attached to each Certificate of Title. The conditions attached to the said lease including the 99 year lease period may be renewable on such terms as may be agreed between the Developer and the Client.
- 4.2 The Developer shall inspect the Project Site to confirm and satisfy itself of the borders and boundaries thereof.
- The Client shall avail vacant possession of the Project Site to the Developer within 3 (three) months from the Signature Date immediately upon which the Developer shall submit a Performance Bond in accordance with Clause 23.0 of this PPP Agreement.
- During or after re-development, as the circumstances may dictate, the Developer shall process and procure Certificates of Title for the various parcels of land for each Dedicated Unit and other units as may have been erected.

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- In the case of Dedicated Units which are constructed as blocks of flats, the Developer shall acquire Certificates of Title for each of the flats under and subject to the Condominium Property Act, 2001, which shall be transferred to beneficiaries listed in Appendix A to this PPP Agreement, subject to the terms of transfer that shall have been issued by the Developer.
- With respect to the commercial, institutional and any other developments, the Developer shall cause sub-divisions and acquire separate Certificates of Titles for such developments as the Developer shall deem necessary and appropriate, to be owned and dealt with in accordance with the Developer's Business Plan.
- 4.7 For the avoidance of doubt, whenever the Developer is to process and procure a Certificate of Title as described in this Clause 4.0, the Developer shall at all times surrender to the Registrar of Titles the Certificate of Title to the entire Project Site for subdivision and issuance of a new Certificate of Title for the land being subdivided.
- 4.8 The Client shall assist the Developer in the coordination of and achieving a speedy processing of the Certificates of Title contemplated in this Clause 4.0.
- The Client shall be at liberty to re-enter or resume ownership of the Land availed to the Developer in accordance with Clause 4.0 above if:
 - (i) the Developer fails to commence the re-development herein agreed upon, within the period of 12 (twelve) months from the date of site possession;
 - (ii) the redevelopment commences within the said 12 months but stalls for a continuous period of 2 (two) years and no extension has been requested by the Developer from the Client. Provided that if such request is made by the Developer, it shall not be unreasonably withheld or delayed by the Client; or
 - (iii) the Developer fails to complete the Project within 10 (ten) years from the Signature Date and no extension has been requested by the Developer from the Client. Provided that if such request is made by the Developer, it shall not be unreasonably withheld or delayed by the Client.

5.0 Project Deliverables

The Developer shall:

- subject to, and in accordance with, the provisions of this PPP Agreement, exercise its rights and perform his obligations included in the Project Deliverables at his own cost and risk without recourse to the Client save as otherwise expressly provided in this PPP Agreement;
- (b) at its own cost and risk be solely responsible for ensuring that the Project and Project Deliverables are performed:

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- (i) in accordance with Good Industry Practice;
- (ii) in a manner that is not likely to cause death, injury to health or damage to property or the environment;
- (iii) in compliance with all applicable laws and the consents; and
- (iv) to achieve the Client's objectives as set forth in Clause 3.0 of this PPP Agreement.

6.0 General Obligations

- 6.1 The Developer shall not be relieved of any obligation, responsibility or liability under this PPP Agreement by the appointment of any subcontractor or other person to carry out any part of the Project Deliverables.
- The Developer shall be responsible for the payment, performance, acts, defaults, omissions, breaches and negligence of all subcontractors, suppliers and service providers.
- 6.3 All references in this PPP Agreement to any performance, payment, act, default, omission, breach or negligence of the Developer shall be deemed to include any of the same by a subcontractor.

7.0 Developer's Warrants

7.1. The Developer warrants that:

- (a) it has taken all such necessary actions to authorize the Developer to enter into and perform this PPP Agreement;
- (b) all Consents required for the undertaking and completion of the Project Deliverables are in full force and effect as at the Signature Date, save for any Consents which are not required under Ugandan law to be obtained before or by the Signature Date; provided that the Developer warrants that it knows of no reason (having made all reasonable enquiries in this regard) why any such Consent(s) would not be granted on reasonable terms by the time it is required to obtain such Consent(s);
- (c) no litigation, arbitration, investigation or administrative proceeding is in progress as at the Signature Date or, to the best of the knowledge of the Developer, as at the Signature Date having made all reasonable enquines, threatened against him, which is likely to have a material adverse effect on the ability of the Developer to conduct the Project or complete the Deliverables:
- (d) the Developer is not subject to any obligation and or non-compliance which is likely to have a material adverse effect on its ability to undertake and complete the Project;

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- (e) no proceedings or any other steps have been taken or, to the best of the knowledge of the Developer having made all reasonable enquiries, threatened for the winding-up or liquidation (whether voluntary or involuntary, provisional or final), judicial management (whether provisional or final) or deregistration of the Developer, or for the appointment of a liquidator, judicial manager or similar officer over it or over any of its assets;
- (f) all information disclosed by or on behalf of the Developer to the Client at any time up to the Signature Date and, in particular, during the bidding process preceding the award of this PPP Agreement to the Developer, is true, complete and accurate in all material respects and the Developer is not aware of any material facts or circumstances not disclosed to the Client which would, if disclosed, be likely to have an adverse effect on the Client's decision (acting reasonably) to award this PPP Agreement to the Developer.

8.0 Client's Warrants

8.1 The Client warrants that:

- it has taken all such necessary actions and received all approvals as are necessary and required to authorize if to enter into and perform its obligations under this PPP Agreement;
- (b) it has disclosed all information as is necessary and required by the Developer to consider whether or not to enter into this PPP Agreement, including all matters of regulation and policy relating to the Project Site and the Project itself.
- (c) all information disclosed by or on behalf of the Client to the Developer at any time up to the Signature Date and, in particular, during the bidding and process preceding the award and during negotiations leading to the execution of this PPP Agreement, is true, complete and accurate in all material respects and the Client is not aware of the existence of any material facts or circumstances not disclosed to the Developer which would, if disclosed, be likely to affect the Developer's decision (acting reasonably) to undertake the Project and complete the Project Deliverables;
- (d) it has legal and indefeasible title to the Project Site and that there are no third-party claims in law or equity against or challenges to the Client's title to the Project Site; and
- (d) The Memoranda of Understanding entered into with the sitting tenants of the Naguru and Nakawa Housing Estates as per Appendix A to this PPP Agreement are legally valid and enforceable against each of the parties thereto.

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9.0 Indomnities

- 9.1 The Developer agrees to indemnify and keep the Client indemnified at all times against all direct losses sustained by the Client in consequence of any:
 - (i) loss of or damage to the Project Site caused by the negligent acts of the Developer or its personnel:
 - (ii) breach committed by the Developer of a statutory duty arising under applicable law;
 - (iii) claim for or in respect of the death or personal injury of any individual;
 - (iv) other claim, action, charge, cost, demand or expenses, arising in connection with the performance or non-performance of the Project or Project Deliverables, save to the extent caused by the negligence or wilful misconduct of the Client or by a breach by the Client of an express provision of this PPP Agreement; or
 - (v) any breach by the Developer of any warranties given by it in this PPP Agreement.
- 9.2 The Client undertakes that it shall keep the Developer indemnified at all times against:
 - (a) all direct losses sustained and or incurred by the Developer in consequence of breach by the Client of any warranties given by it in this PPP Agreement; and
 - (b) all direct losses sustained and or incurred by the Developer in consequence of any changes in policies and regulations in accordance with Clause 21.0, relating to and affecting the completion of the Project.

10.0 Project Site

- 10.1 The Client shall give the Developer right of access to and vacant possession of all Project Site within a period not exceeding three (3) months from the Signature Date of this PPP Agreement.
- 10.2 The Developer shall throughout the progress of the conduct of the Project and Project Deliverables have regard for the safety of all persons at the Project Site to the extent required by law, and shall keep the Project Site in an orderly state as appropriate in accordance with Good Industry Practice to avoid danger to such persons.
- 11.0 Compliance with conditions attached to Title Deeds

The Developer shall ensure that all Project Deliverables carried out at the Project Site by or on behalf of the Developer whether before, during or after the completion construction shall be carried out in a manner that does not breach any conditions attached to the Certificates of Title to the Project Site as contained in the respective lease agreements.

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12.0 Consents and Approvals

- 12.1 The Developer shall be responsible for:
- (i) Processing and obtaining all the necessary Consents and approvals, paying all fees and rates which may be required in connection with the performance of the Project Deliverables in accordance with the applicable laws:
- (ii) Maintaining in full force and effect all Consents and approvals so granted;
- (iii) Implementing all Consents and approvals in accordance with their respective terms within the period of their validity; and
- (iv) Obtaining all environmental consents required, for the implementation of this project in accordance with the National Environmental Management Act and the Regulations and guidelines made there under and other relevant laws;
- 12.2 The Client shall provide all such assistance and support to the Developer as may be reasonably necessary for the Developer to obtain all the Consents and approvals referred to above, provided, however, that the Client shall incur no liability for the costs of obtaining or maintaining, or any delay, failure or inability of the Developer to obtain or maintain any such Consents

13.0 Heritage Objects and Resources

13.1 Discovery

Upon the discovery of any heritage object or resource (as defined in the relevant laws of Uganda during the course of the Project, the Developer shall:

- (i) promptly notify the Client of such discovery;
- (ii) take all necessary steps not to disturb the heritage object or resource, including cease any construction to the extent that the carrying out of such construction might reasonably endanger the heritage object or resource or prevent or impede its excavation or preservation; and
- (iii) take all necessary steps to preserve the heritage object or resource in the same position and condition in which it was discovered

13.2 Action

- (i) The Client shall promptly and without undue delay issue an instruction to the Developer specifying what action the Client requires the Developer to take in relation to such discovery.
- (ii) The Developer shall promptly and diligently comply with any instruction so issued save to the extent that such instruction adversely interferes with the execution of the Project.

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14.0 Effective Date and Duration of the PPP Agreement

- 14.1 This PPP Agreement shall become effective on the Signature Date and shall remain in force throughout and until the completion of the Project unless earlier terminated by the parties in accordance with Clause 26.0 of this PPP Agreement.
- 14.2 The Developer shall complete the Project and generally the redevelopment and establishment of NNST within 10 (ten) years from the Signature Date, within which period the Developer shall have completed the Project Deliverables in accordance with this PPP Agreement, unless extension to such period has been granted in writing by the Client. In the event of the Developer requesting for an extension to the said 10 (ten) year period the Client undertakes not to unreasonably withhold or delay such consent.

15.0 Independent Certifier Appointment and Functions

- 15.1 The Independent Certifier shall be appointed by the Developer, subject to the prior approval of the Client. The Independent Certifier shall owe a duty of care to both the Developer and the Client. The Developer shall, however, be responsible for the remuneration of the Independent Certifier, provided nonetheless that the Independent Certifier shall not in any way derogate from its duty of care to the Client.
- 15.2 The primary function of the Independent Certifier shall be to inspect and monitor the Project, attend any performance testing during commissioning, advise the Developer of any items that in the Independent Certifier's opinion require rectification and, finally, when satisfied, to issue a Completion Certificate for each Dedicated Unit Provided that the duties, remit and terms of reference including remuneration and appointment of the Independent Certifier shall be contained in a separate agreement between the Independent Certifier and the Developer.

16.0 Disposal of Dedicated Units and other developments

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- The Developer shall accord only the signatories of the Memoranda of Understanding, whose names are attached hereto in Appendix A, the first priority/ right of purchase of the Dedicated Units, who shall have up to 6(six) months from the date of offer to arrange financing for the purchase of a Dedicated Unit at a concessionary price to be determined and communicated at the time of making the offer. After the expiry of the 6 (six) months period, should the offeree of the Dedicated Unit fail to arrange financing and complete a disposal transaction with the Developer, the said offeree shall be deemed to have forfeited the offer of the Dedicated Unit, and the Developer shall be at liberty to find alternative off-takers of the relevant Dedicated Unit.
- 16.2 At the time of disposal of each Dedicated Unit, should circumstances dictate for the Developer to increase the concessionary price, such increase shall be assessed and applied on the basis of and using the Construction Sector Indices as advised by the Uganda Bureau of Statistics.
- 16.3 The Developer shall be at absolute and unfettered liberty to dispose of any other developments other than the Dedicated Units in accordance with the Developer's Business Plan.

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17.0 Maintenance, levying and collection of Property Rates and other Charges in NNST

17.1 The Parties acknowledge the fact that the mandate to maintain public infrastructures and offering public services in Kampala City as well as the levying, collection of Property rates and other charges is by law vested in the Kampala City Council. Accordingly, after construction and sale of the properties, the Developer shall hand over the maintenance of roads, walkways, service lanes and other such public infrastructure to Kampala City Council or its appointed agent who shall maintain their upward integrity.

18.0 Reporting Requirements

In the spirit of partnership, the Developer undertakes to furnish the Client with quarterly reports on the progress of the Project, including any events hampering the timely implementation of the Project.

19.0 Insurance

- 19.1 The Developer shall take out and or cause to be taken out and shall thereafter maintain and or cause to be maintained insurance cover as Good Industry Practice demands in respect of the Project and as would be required by the Uganda Insurance Commission. The insurance cover contemplated in this Clause 19.0 must be taken out and become fully effective not later than the date upon which it would be ordinarily required by Good Industry Practice.
- 19.2 The insurance cover contemplated in respect to the Project are:
 - (a) All Risks Insurance;
 - (b) Insurance against injury to persons and damage to property other than the works;
 - (c) Special insurance against damage to property other than the works;
 - (d) Workers' Compensation Insurance;
 - (e) Insurance of the works by Contractor against all risks;
 - (f) Insurance of the works by Contractor against fire etc;
 - (g) Insurance against loss and liquidated damages;
 - (h) Professional indemnity insurance;
 - (i) Motor Vehicle and Plant Insurance; and
 - (j) Other insurances as shall be required by national legislation or deemed necessary by the Parties

20.0 Force Majeure

- 20.1 In this clause "Force Majeure" means an exceptional event or circumstance:
 - (a) Which is beyond a Party's control or influence, or
 - (b) Which Party could not reasonably have guarded against before entering into this PPP Agreement; or

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- (c) Which having arisen, a Party could not reasonably have avoided or overcome; and
- (d) Which is not substantially attributable to the other Party.
- 20.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
 - (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies:
 - (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
 - (iii) Riot, commotion, disorder, strike or lockout by persons other than a sub-contractor's personnel and other employees of a sub-contractor;
 - (iv) Munitions of war, explosive materials, ionizing, radiation or contamination by radioactivity, except as may be attributable to the Developer's use of such munitions, explosives, radiation or radio- activity; and
 - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

20.3 Notice of Force Majeure

- (a) If a Party is or will be prevented or hampered from performing any of its obligations under the PPP Agreement by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting Force Majeure and shall specify the obligations, the performance of which is or will be prevented or hampered. The notice shall be given within 14 days after the Party actually became aware, of the relevant event or circumstance constituting Force Majeure.
- (b) The Party giving notice of Force Majeure shall, having given notice, be excused from the performance of such obligation for as long such Force Majeure prevents or hampers it from performing them.
- 20.4 Where a Party is (or claims to be) affected by an event of Force Majeure:

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- (i) it shall take all reasonable steps to mitigate the consequences of such an event on the performance of its obligations under this PPP Agreement, resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and
- (ii) It shall not be relieved from liability under this PPP Agreement to the extent that, that Party is not able to perform, or has not in fact performed, its obligations under this PPP Agreement due to its failure to comply with its obligations under this PPP Agreement otherwise than by reason of Force Majeure.

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- A subsequent written notice shall be served by the Party claiming relief on the other Party within a further 14 (fourteen) days which shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with Clause 20.4(i) above, the date of the occurrence of the event of Force Majeure and an estimate of the period of time required to overcome it, if it can be reasonably estimated, and/or its effects.
- 20.6 The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and when performance of its affected obligations can be resumed.
- 20.7 If, following the issue of any notice referred to above, the Party claiming relief receives or becomes aware of any further information relating to the event of *Force Majeure* (and/or any failure to perform), it shall submit such further information to the other Party as soon as reasonably possible.
- 20.8 The Parties shall endeavour to agree to any modifications to this PPP Agreement which may be equitable having regard to the nature of an event or events of *Force Majeure*.
- 20.9 If the Developer is prevented from performing any of its obligations under this PPP Agreement by Force Majeure of which notice has been given as aforementioned, and suffers delays, the Developer shall be entitled for an extension of time for any such delay, if completion of the Project is or will be delayed.
- 21.0 Unforeseeable Discriminatory Conduct by the Client or Government of Uganda
- 21.1 "Unforeseeable Discriminatory Conduct" means and shall be deemed to occur if, at or after the Signature Date, save for the termination clauses enshrined herein, the Client or the Government of Uganda or any other local or governmental authority takes any action the effect of which affects the:
 - (a) Sanctity of the title to and acreage of the Project Site at the Signature Date;
 - (b) Sanctity of the Developer's proprietary interest in the Project Site and this PPP Agreement within the agreed period;
 - (c) Sanctity of the investment of the Developer undertaken as a result of thus PPP Agreement; and
 - (d) Sanctity of this Agreement

in respect of which action the Developer is not entitled to any other relief pursuant to any other provisions of this PPP Agreement; or

- (a) which was not foreseen by the Developer on or before the Signature Date; and
- (b) which could not reasonably have been foreseen by any person in the position of the Developer on or before the Signature Date;

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Provided that Unforeseeable Discriminatory Conduct shall not be deemed to have occurred:

- (a) under circumstances where any action or omission of the Client or other governmental authority is in direct response to any act or omission of the Developer which is illegal (other than an act or omission rendered illegal by virtue of such conduct of the Client or governmental authority) or in violation of agreements to which the Developer is a party;
- (b) in case of an increase in taxes of general application which does not discriminate against
 the Developer and other parties undertaking Public Private Partnerships of this nature;
 and
- (c) if such conduct by the Client or any governmental authority is required as a result of an event of *Force Majeure* and is reasonably proportionate thereto.
- 21.1 Should any Unforeseeable Discriminatory Conduct occur which materially and adversely affects the general economic position of the Project and or the Developer, the Developer shall be entitled to such compensation, indemnification and/or relief from the Client as shall place the Developer in the same overall economic position as the Developer would have been in but for such Unforeseeable Discriminatory Conduct.
- 21.2 Upon the occurrence of any Unforeseeable Discriminatory Conduct, the Developer ("Claiming Party" for the purposes of this Clause 21.0) shall give written notice to the Client ("Receiving Party" for purposes of this Clause 21.0) specifying particulars of such conduct and its likely economic consequences to the Claiming Party.
- The Receiving Party shall have 60 (sixty) days from the date of receipt of such notice to effect a remedy for the Unforeseeable Discriminatory Conduct which restores the general economic position of the Claiming Party to that which the Claiming Party would have been in if such Unforeseeable Discriminatory Conduct had not occurred. If the Receiving Party does not affect such a remedy within such period, the Parties shall consult within 10 days after the expiration of such period with a view to reaching a mutually satisfactory resolution of the situation. In the event that a mutually satisfactory resolution has not been reached within such 10 day consultation period, the matter shall be dealt with in accordance with Clause 32.0 of this PPP Agreement.

22.0 Key Personnel and their Removal

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- The Developer shall at all times ensure that sufficient, suitable and appropriately qualified and experienced personnel will be employed (whether by the Developer or its subcontractors) to undertake the Project Deliverables and that such personnel shall at all relevant times be located in the Republic of Uganda. Without limiting the generality of the foregoing, the Developer shall ensure that all key personnel positions are always filled as soon as reasonably possible.
- 22.2 For the expeditious execution of the Project, the Developer shall establish a project implementation unit (PIU) that shall be headed by the Project and Development Manager appointed by the Developer, which shall comprise, among others, the following professionals:

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- (a) Architect and Urban Designer
- (b) Senior Architect
- (c) Civil Engineer
- (d) Structural Engineer
- (e) Electrical Engineer
- (f) Mechanical Engineer
- (g) Landscape Architect
- (h) Environmentalist
- (i) Quantity Surveyor
- (j) Legal Practitioner
- 22.3 The Developer shall be at liberty remove and replace the Project and Development Manager or any of the professionals listed in Clause 22.2 above, subject to notifying the Client of that fact.
- The Client shall establish a Monitoring Unit which shall be composed of relevant key personnel and the Client's Consultants to monitor and protect its interests as well as assisting the Client to fulfill its obligations as set out in this PPP Agreement. The Client shall notify the Developer in writing of the composition of the Monitoring Unit and any changes thereof. This unit shall build and foster a good working relationship with the Developer.

23.0 Performance Bond

All the risks in the Project shall vest into the Developer. Accordingly, the <u>Client shall impose</u> a <u>Performance Bond on to the Developer of US\$ 250,000</u> (United States Dollars Two Hundred and Fifty Thousand only) in order to cover any <u>re-tendering process should need arise</u> as a result of the <u>Developer's failure</u> to perform or in the event of earlier termination of this PPP Agreement by the <u>Client on account or by reason of a breach by the Developer of the terms hereof. Provided always that the value of the Performance Bond shall continually be written down as the Developer progresses with the completion of the Project Deliverables.</u>

24.0 Taxes

The Developer shall pay taxes in accordance with the laws of Uganda as may be obtaining from time to time, subject to any tax incentives, accommodations and or exemptions as may be availed to the Developer in relation to this PPP Agreement and or the Project.

25.0 Confidentiality

(a) For purposes of this Clause, "Confidential Information" means any information which is agreed by the Parties at the time of conclusion of this PPP Agreement or before it is provided to the recipient Party to be sensitive.

- (b) Each Party shall keep all Confidential Information of the other Party confidential while this PPP Agreement remains in force and for a period of 3 (three) years after it terminates for any reason. Each Party shall also use reasonable endeavours to prevent its employees, agents and Subcontractors from making any disclosure to any person of any Confidential Information of the other Party while this contract remains in force and for a period of 3 (three) years after it terminates for any reason.
- (c) Clause (b) shall not apply to:
 - (vi) any disclosure of information that is reasonably required by persons engaged in the performance of the restricted Party's obligations under this PPP Agreement.
 - (vii) any matter which a Party can reasonably demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause;
 - (viii) any disclosure as part of any attempt to resolve a dispute in accordance with Clause 32.0 (Dispute Resolution)
 - (ix) any disclosure which is required by any law (including any order of a court of competent jurisdiction), or the rules of any stock exchange or governmental or regulatory authority having the force of law;
 - (x) any disclosure of information that is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
 - (xi) any provision of information to the advisors of the receiving Party, or to any financiers or potential financiers, but in the latter case, only to the extent reasonably necessary to enable a decision to be taken on whether that potential financier will become a financier; or
 - (xii) any disclosure by the Client of information relating to the design, construction,
 operation and maintenance of the Project and any other information that may be reasonably required for the purpose of re-tendering of the Project.

26.0 Termination

- 26.1 This PPP Agreement may be terminated prior to the expiry date under the following circumstances:
 - (a) By the Developer, in the event of a default on the part of the Client (the "Client's Default) as described in Clause 26.2 below;
 - (b) By the Client, in the event of a default on the part of the Developer (the "Developer's Default) as described in Clause 26.4 below; and
 - By either Party, if in the circumstances referred to in Clause 20.0 (Force Majeure), the Parties have failed to reach an agreement on any modification to this PPP Agreement pursuant to that Clause 20.0 within 3 (three) months from the date on which the Party affected serves notice on the other Party in accordance with that Clause, by written notice to the other Party having immediate effect; provided always that the effects of the relevant events of Force Majeure continue to prevent either Party from performing any material obligation under this PPP Agreement.

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- (b) Each Party shall keep all Confidential Information of the other Party confidential while this PPP Agreement remains in force and for a period of 3 (three) years after it terminates for any reason. Each Party shall also use reasonable endeavours to prevent its employees, agents and Subcontractors from making any disclosure to any person of any Confidential Information of the other Party while this contract remains in force and for a period of 3 (three) years after it terminates for any reason.
- (c) Clause (b) shall not apply to:
 - (vi) any disclosure of information that is reasonably required by persons engaged in the performance of the restricted Party's obligations under this PPP Agreement.
 - (vii) any matter which a Party can reasonably demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause;
 - (viii) any disclosure as part of any attempt to resolve a dispute in accordance with Clause 32.0 (Dispute Resolution)
 - (ix) any disclosure which is required by any law (including any order of a court of competent jurisdiction), or the rules of any stock exchange or governmental or regulatory authority having the force of law;
 - (x) any disclosure of information that is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
 - (xi) eny provision of information to the advisors of the receiving Party, or to any financiers or potential financiers, but in the latter case, only to the extent reasonably necessary to enable a decision to be taken on whether that potential financier will become a financier; or
 - (xii) any disclosure by the Client of information relating to the design, construction, operation and maintenance of the Project and any other information that may be reasonably required for the purpose of re-tendering of the Project.

26.0 Termination

- 26.1 This PPP Agreement may be terminated prior to the expiry date under the following circumstances:
 - (a) By the Developer, in the event of a default on the part of the Client (the "Client's Default) as described in Clause 26.2 below;
 - (b) By the Client, in the event of a default on the part of the Developer (the "Developer's Default) as described in Clause 26.4 below; and
 - (c) By either Party, if in the circumstances referred to in Clause 20.0 (Force Majeure), the Parties have failed to reach an agreement on any modification to this PPP Agreement pursuant to that Clause 20.0 within 3 (three) months from the date on which the Party affected serves notice on the other Party in accordance with that Clause, by written notice to the other Party having immediate effect; provided always that the effects of the relevant events of Force Majeure continue to prevent either Party from performing any material obligation under this PPP Agreement.

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26.2 Client's Default

A Client's Default shall be deemed to have occurred if the Client commits a breach of its obligations under this PPP Agreement which has the effect of substantially frustrating or renders it impossible for the Developer to perform its obligations or realise its rights under this PPP Agreement for a continuous period of 3 (three) months.

26.3 On the pocurrence of a Client's Default, or within 30 (thirty) days after the Developer becomes aware of the same, the Developer shall serve notice on the Client of the occurrence (and specifying details) of such Client's Default and calling on the Client to remedy the breach within that same period. If the Client has not remedied or rectified the breach within 30 days of such notice, the Developer may serve a further notice on the Client terminating this PPP Agreement with immediate effect.

来26.4 Developer's Default

A Developer's Default shall be deemed to have occurred if:

- (i) a liquidator, judicial manager or the like taking possession of or being appointed over, or any judicial management, winding-up, execution or other process being levied or enforced (and not being discharged within 30 days) upon, the whole or any material part of the assets of the Developer (in any of these cases, where applicable, whether provisional or final, and whether voluntary or compulsory);
- (ii) The Developer ceases to carry on business;
- (iii) a resolution is being passed or an order being made for the administration or the judicial management, winding-up, liquidation or dissolution of the Developer (in any of these cases, where applicable, whether provisional or final and whether voluntary or compulsory):
- (iv) the Developer fails to commence the Project as herein provided, within the period of 12 (twelve) months from the date of taking possession of the Project Site and no extension of time has been requested by the Developer from the Client;
- (v) the Developer commences the Project but, without excuse, stalls the Project for a continuous period of 2 (two) years and no extension of time has been requested by the Developer from the Client;
- (vi) the Developer fails to complete the redevelopment within 10 (ten) years from the Signature Date and no extension of time has been requested by the Developer from the Client.

26.5 Effect of Termination

(a) Subject to any exercise by the Client of its rights to perform, or to procure a third party to perform, the obligations of the Developer, the Parties shall continue to perform their obligations under this PPP Agreement, notwithstanding the giving of any notice of termination, until the termination notice becomes effective in accordance with the provisions of this PPP Agreement.

- (b) On termination of this PPP Agreement;
 - where the Developer has not commenced the Project, the Developer shall be required to surrender the Certificates of Title to the Project Site together with any transfer deeds and instruments necessary and required to divest the Developer or its nominee of title to the Project Site;
 - where the Developer has commenced the Project, any developments erected on the Project site shall be disposed of through a transparent and international competitive process, and the proceeds of which disposal shall be applied in accordance with the following priorities:
 - Firstly in the reimbursement of the Developer of all costs and expenditures necessarily incurred on account and in respect of the Project and establishment of NNST;
 - Secondly in the compensation of the Client for the value of the parts of the Project Site on which the said Developments in 26.5(b)(ii) shall have been erected;
 - Thirdly in the compensation of the Developer of all anticipated profits and return on investment; and
 - Fourthly the remainder paid to the Client;
- (c) In undertaking the matters prescribed in Clause 26.5 (b) (ii) above, the Parties shall jointly appoint an independent third party to effect the requirements contained therein, provided that no Party shall act so as to frustrate the other Party in that regard.

27.0 Transitional Arrangements following Termination

- 27.1 From the service of the notice of termination referred to in Clause 26.0 above to 3 (three) months after the termination date specified therein, the Developer shall have the following obligations:
 - (ii) The Developer shall co-operate fully with the Client in order to achieve a smooth completion of the termination process so as to mitigate in so far as reasonably practicable any inconvenience or any risk to the health and safety of the members of the public.
 - (iii) If the Client wishes to conduct a tender process with a view to entering into any contract for Project Site (which may or may not be the same as, or similar to, the Project) following the expiry or earlier termination of this PPP Agreement, the Developer shall co-operate with the Client fully in such tender process specifically by doing the following:
 - (a) providing any information which the Client may reasonably require to conduct such tender excluding any information which is commercially sensitive to the Developer (and, for the purposes of this sub-Clause, commercially sensitive shall mean information which would if disclosed to a competitor of the Developer or subcontractor give that competitor a competitive advantage over the Developer or subcontractor and thereby prejudice the business of the Developer or subcontractor.

(b) assisting the Client by providing all (or any) participants in such tender process with access on reasonable notice and at reasonable times to the Project Site subject to the Developer's safety rules and regulations.

28.0 Continuing Obligations

Save as otherwise expressly provided in this PPP Agreement, termination of this PPP Agreement shall be without prejudice to any accrued rights and obligations under this PPP Agreement as at the date of termination.

29.0 Notices and Service of Legal Process

(a) All notices, reports and any other communications whatsoever (including, and without limitation, any approval, consent, demand, query or request) by either Party in terms of this PPP Agreement or relating to it shall be given in writing and sent by registered post, or delivered by hand, or transmitted by facsimile or electronic mail to the recipient Party at its relevant address set out below:

(i) If to the Client, at:

2nd Floor, Workers' House Plot 1 Pilkington Road

Postal address: P. Q. Box 7037, Kampala

Facsimile number: +256 41 258127/ 347339

Electronic mail address:

Marked for the attention of the Permanent Secretary, Ministry of Local Government

(ii) If to the Developer, at:

Address: c/o Kampala Associated Advocates, 5th Floor Workers' House, Plot 1 Pilkington Road,

Postal address: P O Box 9566 Kampala

Facsimile number: +256 41 349954

Electronic mail address: or dmpangs@kaadvocales.co.ug

Marked for the attention of the Managing Partner

(b) Either Party may, by written notice to the other Party, change any of the addresses at which or the designated person for whose attention those notices or other communications are to be given

- (c) Any notice or other communication given by any Party to the other Party which:
 - (i) is sent by registered post to the addressee at its specified address shall be refutably presumed to have been received by the addressee on the 7th (seventh) day after the date of posting; or
 - (ii) is delivered by hand to the addressee during the normal business hours of the addressee at its specified address shall be refutably presumed to have been received by the addressee at the time of delivery; or
 - (iii) is transmitted by facsimile to the addressee during the normal business hours of the addressee at its specified facsimile number shall be refutably presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report; or
 - (iv) is transmitted by electronic mail to the addressee during the normal business hours of the addressee at its specified electronic mail address shall be refutably presumed to have been received by the addressee on the date of transmission as reflected on the sender's electronic mail records.
- (d) The preceding provisions of this Clause shall not invalidate any notice or other communication actually given and received otherwise than as described in those provisions.
- (e) The Parties choose their respective physical addresses in Clause (a) above as their respective address at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in Uganda, then the original address shall remain the address of the relevant Party until it nominates a new physical address within the Republic of Uganda in writing to be its new address.

30.0 Assignment of this PPP Agreement

- No Party shall novate, assign, transfer or otherwise dispose of any of its interests, rights and obligations under this PPP Agreement save with the written consent of the other Party which shall not be unreasonably be withheld or delayed. In the case of the Developer, any novation, assignment, transfer or other disposal of its rights and obligations hereunder shall only be permitted as between Opecprime Properties Limited and Opecprime Properties (U) Limited provided that Opecprime Properties Limited will at all times hold at least 51% equity in Opecprime (U) Limited.
- 30.2 Notwithstanding Clause 30.1. Opecprime Properties Limited shall at its discretion have the right to assign, transfer or otherwise novate its interests in this PPP Agreement, which interests are deemed to include any existing or future benefit, responsibility or liability hereunder, to Opecprime Properties (U) Limited, or otherwise dispose of its shareholding in Opecprime Properties (U) Limited to a third party, and the Client will enter into any necessary documentation to that effect. Provided that in the case of such transfer to a third party such third party shall be subject to receiving the acceptance of the Client, which acceptance shall neither be unreasonably denied nor delayed.

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30.3 This PPP Agreement and any document relating to the Project to which both the Client and the Developer are parties shall be binding on, and shall inure to the benefit of them and their respective successors-in-title and permitted transferees and assigns.

31.0 Governing Law, Jurisdiction and Language

This PPP Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Uganda and shall be interpreted in English language. All communications and correspondences pertaining to this PPP Agreement shall be in English.

32.0 Dispute Resolution

- 32.1 The provisions of this Clause, save where expressly provided otherwise, apply to any dispute arising in relation to or in connection with any aspect of this PPP Agreement between the Parties.
- 32.2 If a dispute arises in relation to any aspect of this PPP Agreement, the Parties shall attempt in good faith and on the basis of best efforts to come to an agreement in relation to the disputed matter, in accordance with the following process:
 - (a) All disputes shall first be referred to a meeting of the designated senior executives from each Party who are actively involved in the Project, and have sufficient authority to be able (if necessary with consultation back to their respective organizations) to resolve it, and
 - (b) If the Parties have been unable to resolve the dispute within 14 (fourteen) days of referral to the persons specified in Clause 32.2(a) above, either Party may refer the dispute for a decision by the Accounting Officer (for the Client) and the Board of Directors or equivalent organ of the Developer.
- 32.3 In attempting to resolve the dispute in accordance with the provisions of Clause 32.2(b) above, the Parties shall (and shall ensure that their employees and representatives shall) use reasonable endeavours to resolve such dispute without delay by negotiations or any other informal procedure which the relevant representatives may adopt. Those attempts shall be conducted in good faith in an effort to resolve the dispute without necessity for formal proceedings.
- 32.4 Any dispute which has not been resolved by the representatives contemplated in the aforementioned Clauses within 30 days of the dispute being referred to them (or any longer period agreed between the Parkes) shall be treated as a dispute in respect of which informal resolution has failed.
- 32.5 The mere reference of any dispute to any resolution process in terms of this Clause shall not relieve either Party from any liability for the due and punctual performance of its obligations under this PPP Agreement.

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32.6 Save where any dispute has been expressly referred for determination to any other forum other than these referred to above, by mutual consent of both parties, if informal resolution of any dispute has failed, then the dispute may be referred to arbitration in accordance with the Arbitration and Conciliation Act, Cap 4 Laws of Uganda, by either Party.

33.0 Amendments -

No provision of this PPP Agreement (including, without limitation to the provisions of this Clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this PPP Agreement, except (in any such case) by an agreement in writing signed by the duly authorized representatives of the Parties.

34.0 Entire Contract

- (a) Except where expressly provided otherwise in this PPP Agreement, this PPP Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all the documents forming part of this PPP agreement, prior representations, communications, negotiations and understandings concerning the subject matter of this PPP Agreement.
- (b) Each of the Parties acknowledges that:
 - it does not enter into this PPP Agreement on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a Party to this contract or not) except those expressly contained in or referred to in this PPP Agreement, and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a remedy available under this PPP Agreement; and
 - (ii) This Clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this contract which was induced by fraud, for which the remedies available shall be all those available under the law governing contracts generally.

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IN WITNESS WHEREOF the duly authorized representatives of the parties have appended their signatures and seals on to this PPP Agreement on the day and year first above written.

	V.B. SSEKKOND
Name:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Title:	PERMANENT SECRETARY
Signature:	Jim Jomo
For and on be	half of the
Government o	f the Republic of Uganda
(Client)	
in the presence	e of:
Name:	NANKABIRDA MARY
Title:	SENIOR STATE ATTORNEY
Signature:	Missinie

Signed by

No

Signed by

Name:

BRIAN COMER

Title:

DIRECTOR

Signature:

Bin German

For and on behalf of

OPECPRIME PROPERTIES LIMITED

In the presence of

Name:

DAMB MPANGA

Title:

COLLABOR OF THE LOW DATHS

Signature:

25

Signed by

Name:

GENARD PORTER

Title.

DIRECTOR

Signature:

For and on behalf of

OPECPRIME PROPERTIES (U) LIMITED

In the presence of

Name:

Title:

Signature:

APPENDIX II



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF UGANDA REPRESENTED BY THE MINISTRY OF LOCAL GOVERNMENT

AND

THE REGISTERED TENANTS OF NAGURU/NAKAWA HOUSING ESTATES (2006)

MEMORANDANG ON UNDERSTANDANG

This Memorandum of Understanding is made this day of
2007 between the Government of the Republic of Uganda represented
by the Ministry of Local Government of P. O. Eox 7037, Kampala (hereinafter called the
"Government") on the one hand, and LARLER. CARLES. the Registered
tenant of Naguru/Nakawa Housing Estates (2006) of P. O. Box
No. San A Serial No. 3 (hereinafter called the "Tenant") of the other hand.

WHEREAS:

- The Government of the Republic of Uganda is desirous of re-developing Naguru/Nakawa Housing Estates into a modern residential and commercial area by engaging a private Developer to develop the said estates.
- The Private Developer is required to construct 1700 residential flats (herein after called the "dedicated flats") for resettlement of the current registered tenants of Naguru/Nakawa Housing Estates (2006).
- The tenant will be given the first priority to purchase the above dedicated residential flats erected by the said Developer.
- The tenant of Naguru/Nakawa Housing Estates (2006) have agreed to the re-development of the said estates and the subsequent Resettlement Programme.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITHESSETH AND IT IS HEREBY AGREED as follows:

1. OBJECTIVE

The principal objective of the Memorandum of Understanding (MOU) is to facilitate the redevelopment of the Naguru/Nakawa Housing Estates and, subsequently, serve as a basis for reresettlement of the tenant on completion of the construction of the dedicated flats referred to above.

2. OBLIGATIONS

i) The Government of the Republic of Uganda (GOU) shall:

- a) maintain a register of all the tenants of Naguru/Nakawa Housing Estates (2006);
- b) engage a private Developer to undertake the re-development of the said Estates;
- c) give periodic information, as necessary, to the registered tenant on the progress of the re-development of the said Estates;

is ensure that, on completion of the construction of the dedicated flat, the registered tenant will be given the first priority to perchase the said flat erected by the Developer.

The Tenant shall:

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- a) vacate the current/existing dilapidated housing units at Naguru/Nakawa Housing Estates and the entire area, within a reasonable time, but not exceedingMonths, from the date of execution of this of this Memorandum Of Understanding, and find alternative accommodation at his/her own cost to allow the re-development of the said estates to take place;
- b) on completion of the construction of the dedicated flats, take up the offer to purchase the residential flat allocated to him/her by the Developer at his/her own cost, within six (6) Months from the date of the communication of the offer (this being considered to be reasonable time to allow the tenant arrange for the finances either private or mortgage facilities available on the market). Provided always that if the tenant does not take up the offer within six(6) Months afore-mentioned, he or she shall lose the first priority to purchase the said allocated flat;
- c) bear the cost of transfer of the Condominium Title with respect to the residential flat purchased by him/her:
- d) abide by the rules and regulations put in place for the re-development of the said Estates;
- e) not interfere with the redevelopment of the said Estates, in any fashion until called upon by the Developer on completion of the construction of the dedicated flats.

3. EFFECTIVENESS AND DURATION



This MOU shall come into effect on the date of signature by the parties and shall continue in force and expire on allocation of the dedicated flat to the tenant.

4. AMENDMENT

- i) This MOU may be amended.
- ii) Any amendment to this MOU shall be for the mutual benefit of the parties.
- iii) Any amendment to this MOU shall be by consensus of both parties.
- iv) Any amendment to this MOU shall be in writing.

5. DISPUTE RESOLUTION

Any disputes arising in connection with this MOU will be resolved amicably.

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	Therefore, both parties hereb	y undertake to ireple	ment dedi obliq	gutions, as per
	this MOU, earnestly, steadily	and with one diligor	MC.	3 1 1
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	ITNESS WHEREOF, the parties have ad year indicated below;	e appended their sign	natures onto this	s MOU on the
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TITLE	4)			
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TITLE	CHARMAN		TENXAL	SWSSOCIATION
SIGNA	TURE YMAGOS	,	P.O.BOX	: 8626, Kampala

DATE....



THE REPUBLIC OF UGANDA

ADDENDUM NUMBER 2

TO THE PUBLIC PRIVATE PARTNERSHIP AGREEMENT

(THE PPP AGREEMENT DATED 15TH OCTOBER, 2007)

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF UGANDA
REPRESENTED BY OFFICE OF THE PRESIDENT
(THE CLIENT)

AND

OPECPRIME PROPERTIES LIMITED

TOGETHER WITH OPECPRIME PROPERTIES (U) LIMITED

(THE DEVELOPER)

DRAWN BY:

THE ATTORNEY GENERAL'S CHAMBERS
MINISTRY OF JUSTICE AND CONSTITUTIONAL AFFAIRS
P. O. BOX 7183,
KAMPALA.

Page 1 of 6

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Between

The Government of the Republic of Uganda represented by the Office of the President of P. O. Box 7186, Kampala, Uganda, hereinafter referred to as "the Client" (which expression shall, where the context so admits, include its assignees, nominees, transferees, successors in title and legal representatives) on the one part,

And

Opecprime Properties Limited of C/o Princess Park Manor, Frien Barnet Road, New Southgate London, N11 3FL United Kingdom, and Opecprime Properties (U) Ltd C/o Kampala Associated Advocates, Plot 41, Nakasero Road P. O. Box 9566, Kampala Uganda (hereinafter jointly and severally referred to as the "developer" (which expression shall where the context admits includes its assignees, nominees, transferees, successors in title and legal representatives)

All hereinafter jointly referred to as "the Parties" and severally as "the Party"

WHEREAS

- A. On the 15th day of October, 2007, the Client represented by Ministry of Local Government entered into a Public Private Partnership Agreement with the Developer for the re-development of Nakawa-Naguru Housing Estate into a two ultra-modern satellite towns hereinafter referred to as NNST through the construction of modern residential, commercial and institutional properties and premises;
- B. Under the PPP Agreement, Government of Uganda contributed 53.226 hectares of land at Nakawa and Naguru towards the project and Opecprime Properties Limited was obligated implement the Project as set out in the PPP Agreement;



Page 2 of 6

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- C. The parties entered into Addendum No.1 on the 10th day of October 2012 to cater for time loss in executing the PPP Agreement and introduce other amendments to move the project forward;
- D. By a Deed of Novation dated 26th May 2015, the Ministry of Local Government novated the PPP Agreement to the Office of the President;
- E. The Government of Uganda intends to withdraw part of the project land particularly the land at Nakawa.
- F. Opecprime Properties (U) Ltd has, subject to this Addendum, agreed to surrender LRV 4248 Folio 14 Plot 2-24 and 26-28 Portbell Road, Kampala to the Government of Uganda for the specific purpose of transferring the land to Aga Khan University for the building of a University Teaching Hospital;
- G. The Government of Uganda intends to change the usage of the above prescribed land from the initially intended purpose under the PPP Agreement.

NOW, THEREFORE, THE PARTIES AGREE as follows:-

- 1. The PPP Agreement is hereby amended by reducing the size of the project land to 28.80 hectares (situated at Naguru) from the initially agreed 53.226 hectares. For emphasis, the land left for the project shall be land comprised in LRV 4250 Folio 14 Plot 12-80 Naguru Road, Kampala, hereinafter called "the Naguru land".
- 2. The Developer agrees to cede to the Government of Uganda ownership of the land comprised in LRV 4248 Folio 14 Plot 2-24 and 26-28 Portbell Road, Kampala hereinafter called "the Nakawa Land" and the same shall revert to the Uganda Land Commission.

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Page 3 of 6

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- 3. The land to be ceded measures 24.426 hectares. Accordingly, upon signing of this Addendum:
 - a) The Developer shall hand over the Certifiate of Title of the Nakawa land to the Client: and
 - b) The Developer shall hand over possession of the Nakawa Land
- 4. The Developer shall develop the remaining part of the Naguru land in accordance with the original PPP Agreement and Addendum No.1.
- 5. The Government of Uganda shall give to the Developer reasonable compensation for the expenses so far incurred on the Nakawa Project site and any other related costs resulting from the surrender of the Nakawa Land to the Developer's project business plan.
- 6. The Chief Government Valuer, in the Ministry of Lands, Housing and Urban Development shall undertake an assessment of the compensation referred to under clause 4 of this Addendum upon receipt from the Developer of information on the costs resulting from the surrender of the Nakawa land of the project. In the event that the Developer is not satisfied with the assessment, the matter shall be referred to an independent committee of experts comprising Government officials and representatives of the developer for determination whose findings shall be final and binding.
- 7. Upon agreeing the amount of compensation contemplated under Clause 5 above, the Developer and the Client shall execute a deed of settlement embodying the amount and other terms of such compensation. Subject to approval by the Minister of Finance, Planning and Economic Development, Government commits to paying the compensation within the financial year 2016/2017.
- 8. Within 30 days from the signing of this Addendum the Client and Developer shall enter into negotiations on resultant changes to the

Page 4 of 6

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masterplan, interests of sitting tenants in appendix A to the PPP Agreement and timelines of delivery of the of the project to the extent the same shall have been affected by the surrender of Nakawa land back to Government.

- 9. That the Developer still warrants that it has financial and technical capability to execute the remaining part of the project in accordance with timelines under PPP Agreement. The failure to deliver the project within the agreed timeline under the PPP Agreement shall give the client a right of re-entry.
- 10. Except for the surrender of Nakawa land, the rest of the provisions of the PPP agreement and addendum no 1 shall remain intact unless amended by the Parties herein after negotiations.
- 11. In order to communicate the true objective of the ceding of the Nakawa Land back to the client, the Parties agree to issue joint public statements as to the basis and purpose of this Addendum.
- 12. That addendum No.2 shall form an integral part of the PPP agreement.

IN WITNESS WHEREOF the duly authorized representatives of the parties have appended their signatures and seals on this addendum on the day, month and years first above written.

Page **5** of **6**

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Signed by	
Name:	DEBORAH KATURAMY
Title:	SECRETARY GEFICE OF THE PRESIDENT
Signature:	Rah
For and on behalf of the Gov	vernment
Of the Republic of Uganda (
In the presence of:	! !
Name:	Ensie, Minister by
Title:	123/120
Signature:	TITE.
Signed by	
Name:	
Title:	i
Signature:	!
For and on behalf of	
Opecprime Properties Limite	ed Mohreured Mulindura
In the presence of:	
Name:	DAVID NX ANG A
Title:	DAVID NORANGA MANAGING PARTNAR LAMPACA ARECOLIMETER Page 6 of 6
Signature:	AGULIATED A
	Page 6 of 6

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"ADMENISTER"

THEGRAMS ia. Lando attorney General/Minister's Office (0414-34384) DIRECT LINES MINISTER OF STATE'S OFFICE SOLICITOR GENERAL'S OFFICE UNDER SECRETARY'S OFFICE. GENERAL LINES.

0414-343401 0414-343941 0414-342261 0414-230538/9 0414-230802/254829 info@justice.go.ug E-MAIL www.justice go up WEBSITE



THE REPUBLIC OF UGANDA

MINISTRY OF JUSTICE AND CONSTITUTIONAL AFFAIRS. P. O. Box 7183 Kampala, Uganda

In any correspondence oADM/85/01 this subject please quote No. ..

FAX:

24th May 2013

The Clerk to Parliament,

Parliament of Uganda,

P.O.BOX 7178,

KAMPALA.

RE: REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING

Reference is made to your letter of Ref no. AK 90/244/01 dated 23rd May 2013 on the above subject matter.

This is to inform you that the draft Memorandum of Understanding between the Parliamentary Commission and Ministry of Works and Transport for the repair of motor vehicles that were used and damaged during the 126th Inter-Parliamentary Union (IPU) conference held in Kampala from 26th March to 6th April 2012 is hereby cleared for signature subject to amendments below:

Reference is made to paragraph 1 'a provider agrees to pay the recipient at sum of 41,252,000/=' It has a price element / Consideration. MOU depicts an understanding of parties in principle without creating any right or obligation of a binding nature. MOU is a simple gentleman's agreement which does not create any right, duty or binding nature enforceable by a court of law. In MILNER V PERCY BILTON (1966) 2 ALL ER 894 the term 'understanding 'was held to mean something quite different from a binding legal contract at utmost the word connotes a gentleman's agreement. Therefore, an MOU is not the appropriate document, the appropriate document should be titled an agreement.

Please send us a signed copy of the MOU for our records.

For: SOLICITOR GENERAL



DPP I

CHAIRMAN- 235884 SECRETARY- 235875 GENERAL - 235885



UGANDA LAND COMMISSION P.O.BOX 36408 Kampala - Uganda

THE REPUBLIC OF UGANDA

Our Ref: ULC/81/2321

6th October, 2020

Internal Medicine of Virginia

ALLOCATION OF 15 ACRES OF LAND IN THE NAGURU-NAKAWA SATELLITE CITY

Reference is made to your letter in response to mine of even reference in which we advised that an online meeting be adapted for the interactions with the Commission in regard to a suitability and capability assessment of the above project.

The Commission values this interface and guides that the initial interactions be limited to the Directors (project promoters) i.e. **Abed Farug, Awadh Abla Abed and Sanchez Cabanfis Irene.** It is not yet necessary for the entire professional team to be interviewed. That maybe a matter which the supervising authority may consider if necessary during implementation.

The Commission notes that Virginia (GMT-4), is 7 hours behind Uganda (GMT+3, EA (ST). Therefore, a Zoom meeting can be worked out within our reasonable office hours for the credibility of the decisions of the Commission. Therefore, a representative from Internal Medicine of Virginia should come to the Commission to discuss an agreeable time for the Zoom meeting be worked out.

The earlier requirements set by the Commission for the meeting shall remain the basis for our discussions.

Please provide your resident director with the necessary approvals to discuss with us at the Commission for the best suited online time.

Hon. Byenkya Beatrice Nyakaisiki

CHAIRPERSON, UGANDA LAND COMMISSION

TAKEN BY: - Mored Ferry ATE: - 67 Oct - 2023





REST. F





CHAIRMAN- 235884 SECRETARY- 235875 GENERAL - 235885



UGANDA LAND COMMISSION P.O.BOX 36408 Kampala - Uganda

Our Ref: ULC/81/2321

29th September, 2020

20 R.O. BOX 7098, KAMPALA

MINISTRY OF LANDS HOUSING A UNISTRY OF LANDS HOUSING WENCE OF SULLY ED

M/S Internal Medicine 61

ALLOCATION OF 15 ACRES IN THE NAGURU-NAKAWA SATELLITE CITY

I acknowledge your response to the Commission and your inability to interface with us due to the short notice given. We also appreciate that your team is based in the USA and due to the COVID 19 pandemic, cannot travel easily to Uganda for a face-to-face interaction.

Since the whole world is operating under a "new normal environment", the Commission is open to an online Zoom meeting with your Directors. The online meeting will substitute the possibility of physical interface to allow a quick appreciation of the project by members of the Commission.

Please prepare a conceptual project to help the decision making faster.

The Zoom meeting ID for the proposed meeting is 8057037312 and the pass code is 2pQEYS

I thank you.



OFFICE OF THE MINISTER MINISTRY OF LANDS HOUSING & URBAN DEVELOPMENT

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Hon. Byenkya Beatrice Nyakaisiki

CHAIRPERSON - UGANDA LAND COMMISSION

Copy to: The Hon. Minister, Ministry of Lands, Housing & Urban Dev't

The Hon. Minister of state for Lands, Ministry of Lands, Housing & Urban Dev't

The Permanent Secretary, Ministry of Lands, Housing & Urban Dev't



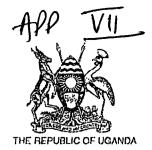




TEL: 231900 FAX: 235462

EMAIL: shc@statehouse.go.ug

IN ANY CORRESPONDENCE ON PO/8
THIS SURJECT PLEASE QUOTE NO.



State House, P. O. Box 25497, Kampala, Uganda.

16th May, 2021

Hon. Byenkya Beatrice Nyakaisiki Chairperson Uganda Land Commission **Kampala**

RE: <u>ALLOCATION OF PART OF NAKAWA -NAGURU LAND TO</u> INTERNAL MEDICINE OF VIRGINIA LIMITED

The above subject matter refers.

Sometime back, I met the owners of Internal Medicine of Virginia P.C who are interested in building a specialized hospital and medical school in Nakawa-Naguru estate.

I directed the Minister of Lands to have 15acres allocated to this group on the Nakawa-Naguru land.

I have been informed that the group have registered a local company in Uganda for the same project however, are having challenges registering the land in the new names, because my directive indicated Internal Medicine of Viginia P.C, and not Internal Medicine of Virginia Limited.

I, therefore, directed you to register the land in the names of Internal Medicine Virginia Limited.

Yoweiz K. Museveni PRESIDENT

Copy to:

H.E the Vice President

Rt. Hon. Prime Minister

Minister of Lands and Urban Development International Medicine of Virginia Limited



PHOTO-2022-04-19-10-15-42.jpg



INVITATION TO ADHOC COMMITTEE ON NAGURU-NAKAWA LAND MEETINGS

constituted an Adiroc Committee on Naguru-Nakawa land to investigate the issues relating esend make proposals lot a lasting solution to end the standoff on the land.

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	And takes Hon Attetto	Friday 22nd April 2022
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THE REPUBLIC OF UGANDA

Uganda Vision 20:

Email: m/hud@m/hud.go.ug
Telephones: General: 0414342931/3
fton: Minister: Diract: 04143253871
fton: Minister: Diract: 04143253871
fton: Minister of State (Lands): 04143231020
fton: Minister of State (Housing): 04143349265
fton: Minister of State (Urban Development):0414236384
Permanent Secretary: 04143230879
funder Secretary: 04143236359
fax: 04143230891

MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT P.O. BOX 7096 KAMPALA, UGANDA

In any correspondence on this subject please quote No. LAD 12/198/02

25th January 2022

The Secretary,
Uganda Land Commission,
P.O. Box 36408,
Kampala



RE: OPEC PRIME PROPERTIES VERSUS ATTORNEY GENERAL (MISCELLANEOUS CAUSE NO.41 OF 2018)

Lease terms (Premium and Ground Rent) for Naguru land

Reference is made to your letter Ref: ULC/151/406 & Others dated 21st January 2022 on the above subject wherein you re-submitted the files for the resurveyed land at Naguru and requested for valuation to advise the Commission on the applicable lease terms for the same.

The Chief Government Valuer having considered all the relevant factors affecting the property market in Naguru and Kampala at large, has accordingly assessed the lease terms for the land as follows;

No	Developer	Plot No.	Road Name	Land size	Premium (UGX)	Annual Ground Ren
1	International Medicine of Virginia	24-50	Naguru Road	6.077 Ha	4,500,000,000/=	(UGX) 225,000,000/=
2	Uganda Heart Institute	18-24	Naguru Avenue	4.040 I Ia	3,000,000,000/=	150,000,000/=
3	KCCA Nakawa Division Offices	14-22	Naguru Boulevard	1.248 Ha	927,000,000/=	46,350,000/=
	Naguru Infant School	52	Naguru Road	0.404 Ha	300,000,000/=	15,000,000/=
	St. Peter's Church of Uganda	1	Nyla Place	0.477 Ha	354,000,000/=	17,700,000/=

1

6	Anil Damani	64- 74	Naguru Road	1.214 Ha	900,000,000/=	45,000,000/=
7	Arab Oil Supplies & Exploration	6	Naguru Avenue	1.619 Ha	1,200,000,000/=	60,000,000/=
	Limited		Avenue			
8	Dashen (u) Limited	60-62	Naguru Road	1.214 I Ia	900,000,000/=	45,000,000/=
9	Dembe Enterprises Ltd	30-32	Katalima Road	1.214 Ha	900,000,000/=	45,000,000/=
10	Dominion Partners Ltd	3	Naguru Boulevard	0.406 Ha	300,000,000/=	15,000,000/=
11	EACOM International Ltd	42	Katalima Road	0.121 Ha	90,000,000/=	4,500,000/=
12	Fakhruddin Properties Ltd.	8-10	Eureka Close	0.575 Ha	426,000,000/=	21,300,000/=
13	Gash Logistics Ltd	4	Eureka Close	0.350 Ha	258,000,000/=	12,900,000/=
14	Global Paper Products Ltd.	1	Eureka Close	0.243 Ha	180,000,000/=	9,000,000/=
15	Master links Uganda Ltd.	18-22	Naguru Road	1.214 Ha	900,000,000/=	45,000,000/=
16	Meera Investments Ltd	8-10	Naguru Avenue	1.214 Ha	900,000,000/=	45,000,000/=
17	Phaneroo Ministries International	2- 4	Naguru Avenue	1.619 Ha	1,200,000,000/=	60,000,000/=
18	Rudra Hardware & Tools Ltd	2- 12	Naguru Boulevard	1.600 Ha	1,185,000,000/=	59,250,000/=
19	Seven Hills Apartments Ltd	54-58	Naguru Road	1.596 Ha	1,182,000,000/=	59,100,000/=
20	Wash & Wills Country Home Ltd	3	Eureka Close	0.345 Ha	255,000,000/=	12,750,000/=
21	Ntinda Wholesale & Distributors	76-80	Naguru Road	0.802 Ha	594,000,000/=	29,700,000/=
ТОТ	AL			27.592 Ha	20,451,000,000/=	1,022,550,000/=

The applicants upon fulfilling the above terms should be granted an initial lease of five (5) years within which to comply with other lease covenants prior to being granted an extension to full term. The annual ground rent shall be revisable after the five years and thereafter at intervals of not less than ten (10) years.

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In case of a possibility of waiving the proposed terms for the land under the Presidential Directives or any other, we advise that a peppercorn rent of UGX 20,000/= (Uganda Shillings Twenty Thousand Only) per acre per annum be charged.

This is therefore to inform you of the proposed lease terms as above and to return the respective files for your further management.

Okalany (Mrs)

PERMANENT SECRETARY

CC: The Hon. Minister for Lands, Housing and Urban Development

CC: The Chairperson, Uganda Land Commission

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Appendix 10

No	Beneficiary	Acreage/	Expected	Observations
		Allocatee	Investment (\$)	
1.	Anil Damani	3 acres/ ULC	3,445,000	They have the capacity as per their submissions though there is some inconsistency in documentation. He did express ignorance on some the letter allegedly written by Hon Namuganza Persis
2.	Arab Oil Supplies and Exploration Ltd	4 acres	13,500,000	The evidence of financial ability is lacking on file and at was not attached at the point of application
3.	Dashen (u) ltd	3 acres/ ULC	11,362, 305	They have proven capacity in property development and the documents indicate adequate financial capacity
4.	Dembe Enterprises ltd	3 acres/ ULC	30,576,552	It is for Commercial development and has capacity to develop implement the project in time
5.	Dominion Partners ltd	1 acres/ ULC	47,526,528	They have capacity to develop the project.

6.	EACOM International	0.30 acres/	34,194,227	It is for building
	Ltd	ULC		apartments but the land
				offered is too small. Not
				yet taken up (0.3Dec)
7.	Fakhruddin Properties	1.42 acres/	Not indicated	They have not paid the
, ,	Ltd	ULC ULC	Not malcated	fees because the
	Dia	OBC		payment slip expired yet
				their lease was still on.
				Another assessment slip
				should be urgently
				issued to them. They
				have the capacity
8.	Phaneero International	4 acres/	55,000,000	This is a company
	Ministries	ULC		limited by guarantee
				and not supposed to
				carry out business. Did
				fulfill all the
				requirements for
				application like record
				of implementing such
				project, no supporting
				bank statements to
				mention a few
9.	Gash Logistics Ltd	0.8 acre/	22,632,000	They are a competent
		ULC		firm as per the
				documents
10.	Global Paper Products	0.6 acre/	30,000,000	The project is for
	Ltd	ULC	, , , , ,	apartments. Documents
				show they are capable
				of implementing the
				project
11.	Master Links Uganda	3 acres/	100,000,000	
11.	_	·	100,000,000	The project is for
	Ltd	ULC		Residential Houses. The

				documents indicate that
				they are also
				speculative with no
				specific/steady source
				of income
12.	Meera Investments Ltd	3 acres/	105,038,000	The project is for
		ULC		Commercial purpose.
				The Committee noted
				that they have financial
				and experience
				capability to develop the
				project
13.	Roko Construction Co.	2 acres/	Not indicated	There exist structures
	none constitution co.	ULC	The maleuted	for apartments. They
				were compensated by
				Government for the
				work done for OPEC
				totaling to UGX 15bn.
				However, they also
				applied for 2 acres with
				the same works as
				investors. Implying they
				got a UGX 15 developed
				slab for free.
14.	Multi Consult Design	2 acres/	75,000,000	The Committee noted
	Ltd	ULC		that they have the
				capacity to implement
				the project
15.	Rudra hardware and	4 acres /	6,582,527	It is for Commercial
	Tools Ltd	ULC		Purposes and they have
				the capacity as per the
				documents submitted
16.	Seven Hills Apartments	4 acres/	15,000,000	To put up Residential
	ltd	ULC		Apartments. Documents
	100			show that they have
				_
				capacity to develop the

				property
17.	Wash and Wills	0.85 acre/	30,000,000	To put up a Hotel and
	Country Home Ltd	ULC		Residential Apartments
				and documents prove
	<u>'</u>			that they can develop
			1	the land. The business
				record also shows they
				have the financial
				capacity
18.	Internal Medicine of	15 acres/	Not Indicated	Not Traceable and has
	Virginia PC	Presidential	and not	not interacted with the
		directive	interacted	Committee and ULC as
				required by law. Not
				submitted the
				documents necessary or
				allocation like the
				audited accounts, bank
				statements etc
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19.	Ntinda Wholesale	2 acres/	Not indicated	Commercial. It was
19.	Ntinda Wholesale Trades	2 acres/ Court	Not indicated and not	Commercial. It was acquired through court
19.		,		
19.		,	and not	acquired through court
19.		,	and not	acquired through court processes after they
20.		,	and not	acquired through court processes after they gave up on the Nakawa
	Trades	Court	and not interacted	acquired through court processes after they gave up on the Nakawa land
20.	Trades National Library	Court 2 acres/ Cabinet	and not interacted Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution
	Trades	Court 2 acres/ Cabinet 10 acres	and not interacted	acquired through court processes after they gave up on the Nakawa land Planned public
20.	Trades National Library	Court 2 acres/ Cabinet	and not interacted Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution
20.	Trades National Library Uganda Heart Institute	Court 2 acres/ Cabinet 10 acres Presidential directive	and not interacted Not Indicated Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution
20.	Trades National Library	Court 2 acres/ Cabinet 10 acres Presidential directive 3.09 acres	and not interacted Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution
20.	Trades National Library Uganda Heart Institute	Court 2 acres/ Cabinet 10 acres Presidential directive	and not interacted Not Indicated Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution The heart institute
21.	National Library Uganda Heart Institute Nakawa Division	Court 2 acres/ Cabinet 10 acres Presidential directive 3.09 acres Cabinet	and not interacted Not Indicated Not Indicated Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution The heart institute Existing institution
20.	Trades National Library Uganda Heart Institute	Court 2 acres/ Cabinet 10 acres Presidential directive 3.09 acres Cabinet	and not interacted Not Indicated Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution The heart institute
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21.	National Library Uganda Heart Institute Nakawa Division	Court 2 acres/ Cabinet 10 acres Presidential directive 3.09 acres Cabinet	and not interacted Not Indicated Not Indicated Not Indicated	acquired through court processes after they gave up on the Nakawa land Planned public Institution The heart institute Existing institution

		Cabinet		
			!	
25	Aghakan Hospital	Presidential	Not Indicated	Specialized Hospital and
		directives		Teaching University.
				They were delayed by
				acquisition on of titles,
				COVID 19 pandemic,
				challenges of the main
				contractor, ROKO. They
				have now secured all
				the land and the titles
				have embarked on the
				work which will be in
				two phases: Teaching
				university for two years
				and the Hospital
				thereafter. A mock
				Hospital of three stories
				and hospital rooms is in
				place. They have the
				capacity and experience

APP. II.
THE REPUBLIC OF UGANDA

DEED OF SETTLEMENT AND ASSIGNMENT

BETWEEN

THE GOVERNMENT REPRESENTED BY MINISTRY OF FINANCE, PLANNING AND ECONOMIC DEVELOPMENT

AND

ROKO CONSTRUCTION LIMITED

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And,

DEED OF SETTLEMENT AND ASSIGNMENT

THIS DEED is made this _____day of _____, 2021

BETWEEN

The Government represented by Ministry of Finance, Planning and Economic Development (MOFPED), whose principal office is at Plot 2-8, Apollo Kaggwa Road, P.O. Box 8147 Kampala, Uganda (hereinafter referred to as "the Ministry"), on the one hand

AND

Roko Construction Limited, a company incorporated in the Republic of Uganda whose principal address is at Plot 160A/B Bombo Road, Kawempe P.O. Box 172, Kampala, Uganda (hereinafter referred to as "Roko"), of the other hand

WHEREAS

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- (a) The Government of Uganda represented by Ministry of Local Government executed a PPP agreement with Opecprime Properties Ltd & Opecprime Properties (U) Ltd (hereinafter Opecprime) for the redevelopment of Naguru and Nakawa estates into an ultra-modern satellite city on 15th October 2007;
 - (b) Opecprime contracted Roko as the building Contractor for the development of Phase 1A of the project on 28th November 2014 at a sum of USD 3,000,000 inclusive VAT, whereby constructing a square meter was agreed at USD 850.
- at 15,720,305,440/= inclusive of interest.

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- (d) The Government terminated the PPP agreement with Opecprime for breach of contract on 9th August 2019 and re-entered the land.
- (e) The Government through Uganda Land Commission granted Roko 11.86 acres of land in lieu for the money owed to Roko by Opecprime for the works undertaken by Roko following the Cabinet decision under Minute Number 131 (CT2019);
- (f) The Government has decided to step in to pay Ugx 15,720,305,440/= to Roko in lieu of the land that Government had granted Roko for non-payment by Opecprime.
- (g) The Parties have agreed that in consideration of the Government paying Roko the amount herein stated, Roko shall assign any and all its claims and rights against Opecprime to the Government, granting the Government the full rights and powers to lodge the assigned claims and interests against Opecprime in the same manner and on the same basis as Roko would.

NOW THEREFORE the parties execute this deed of settlement and assignment on the terms and conditions set out below:

ARTICLE 1

- 1.1 The Ministry shall pay Roko a sum of Ugx 15,720,305,440/= (Uganda Shillings Fifteen Billion Seven Hundred Twenty Million Three Hundred Five Thousand Four Hundred Forty). The said sum is inclusive 8% interest per annum as computed by the Office of the Internal Auditor General.
- 1.2 The above sum shall be paid in lieu of a lease offer for 11.86 acres of land in Naguru that had been granted to Roko by the Uganda Land Commission.

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ARTICLE 2 SURRENDER OF LEASE OFFER

Upon payment of the above sum by the Ministry to Roko, Roko shall surrender the original lease offer for the 11.86 acres of land that had been granted to it for compensation for the debt owed to it by Opecprime.

ARTICLE 3 ACCOUNT DETAILS

The payment shall be made to the Account Number to be provided to the Ministry by Roko upon signing of this Deed.

ARTICLE 4 ASSIGNMENT OF DEBT

- 4.1 By signing this Deed, Roko herein assigns to the Government its debt of USD 3,034,808 with Opecprime and the Government shall collect the said debt from Opecprime for its benefit.
- 4.2 Roko shall also avail to the Ministry all documents in its possession in relation to its build and transfer agreement with Opecprime including contract document and all other documentation of evidential value to enable the Government recover the debt from Opecprime.
- 4.3 In case the Government files a suit against Opecprime to recover the debt herein assigned, Roko unequivocally undertakes to render all necessary support and also

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to avail its witnesses on behalf of the Government in its effort to recover the debt.

ARTICLE 5 AMENDMENT

This Deed may be amended in writing by the mutual agreement of the parties at any time upon a written notice of not less than three (3) months.

ARTICLE 6 ASSIGNMENT-

Neither party shall assign or otherwise transfer its interests in this Deed without the written consent of the other.

ARTICLE 7 SEVERABILITY

In the event that any portion of this Deed is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties may agree that the remaining portions of this Deed shall remain in full force and effect.

ARTICLE 8 NOTICE

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally to any authorized representative.

ARTICLE 8 LAW APPLICABLE

This Deed shall be subject to the laws of the Republic of Uganda.

ARTICLE 9 DISPUTE RESOLUTION

Any dispute arising out of the interpretation, application and implementation of this agreement shall first be resolved anicably. In case the parties fail to resolve the dispute amicably, then the dispute shall be referred to a court of competent jurisdiction in Uganda.

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IN WITNESS WHEREOF the parties above have hereunto set their respective hands the day and year first above written.

SIGNED for and on behalf of the

Ministry of Finance, Planning & Economic Development.					
Ramathan Goods					
NAME	SIGNATURE				
In the presence of:					
Julius pancher but	(Ph) refuces.				
NAME	SIGNATURE				
SIGNED for and on behalf of the said ROKO CONSTRUCTION LIMI					
NAME	SIGNATURE				
In the presence of:	æ				
Bagaya Jacqueline	<u> </u>				
NAME	SIGNATURE				

Drawn by:

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Attorney General's Chambers Ministry of Justice and Constitutional Affairs P.O. Box 7183 KAMPALA. TOP - Government of Uganda Payment Advice Date: 26-0CT-2021 09:37

PAYEE: Roko Construction Ltd

Bank Name: Bank of Uganda

KAMPALA DISTRICT

Account Name: (Vote-130) 2011/12 EFT-Treasury General Account

Debt Account Num: 003300058000001

Payment Number: 39276251

UG

Payment Date	Invoice Number	Bank Name	Branch Name	Accout Number	Description		Amount
18-OCT-21	SP050/OCT	Kenya Commercial Bank (KCB)	HEAD OFFICE	2291138375	Payment inview of out claims against Gov't Sudan & Opec Prime Pro	of South	32,907,536,446
					UGX Tota	al:	32,907,536,446

TOP - Government of Uganda Payment Advice Date: 26-OCT-2021 09:37

PAYEE: Roko Construction Ltd

Bank Name: Bank of Uganda

KAMPALA DISTRICT

Account Name: (Vote-130) 2011/12 EFT-Treasury General Account

Debt Account Num: 003300058000001

Payment Number: 39276251

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Payment Date	Invoice Number	Bank Name	Branch Name	Accout Number	Description	Amount
18-OCT-21	SP050/OCT	Kenya Commercial Bank (KCB)	HEAD OFFICE	2291138375	Payment inview of outsatnding claims against Gov't of South Sudan & Opec Prime Properties	32,907,536,4
					UGX Total:	32,907,536,4

TEL: 231900

EMAIL: shc@statchouse.go.ug

IN ANY CORRESPONDENCE ON THIS SUBJECT PLEASE QUOTE NO. P.O./.10



State House, P. O. Box 25497, Kampala, Uganda.

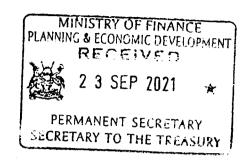
20th September, 2021

Hon. Matia Kasaija Minister Ministry of Finance, Planning and Economic Development, KAMPALA

Hon. Kiwanuka Kiryowa The Attorney General Ministry of Justice and Constitutional Affairs

KAMPALA

Hon. Judith Nabakooba Minister Minister for Lands, Housing and Urban Development, KAMPALA



THE MATTER OF OUTSTANDING PAYMENTS TO M/S. ROKO CONSTRUCTION LIMITED

Reference is made to the several meetings I have chaired regarding the outstanding payments to M/S Roko Construction Limited, where I directed you to resolve their issues.

In order to address the current liquidity constraints and the pressure from suppliers and creditors, I direct as follows:

1. Payment of UShs. 17,187,231,006/= owed to M/S Roko Construction Limited by the Government of South Sudan.

I have been informed that after verification of the claims of Ugandan companies that were owed money by the Government of South Sudan, it was found that Roko was owed Shs. 17,187,231,006/=, and the matter is now before Cabinet for consideration. In line with the outcome of the verification, I direct the Ministry of Finance, Planning and Economic Development settles this claim on behalf of the Government of South Sudan and retrospectively, work out the modalities for repayment.

2. Payment of Shs.15,720,305,440/= in exchange for the land in Nakawa-Naguru Housing Estate.

In my earlier encounter with Roko Construction Limited on 3rd November 2020. I observed as follows:

- i. M/S. Roko Construction (U) Limited are building Contractors and not in the business of property development;
- ii. The value of the 11.86 acres of land offered to Roko by Uganda Land Commission (ULC) as compensation, under Cabinet Minute 131(CT 2019), is much higher than the value of works executed on behalf of M/S. Opec Prime Properties (U) Limited of USD.3,034,808; and
- iii. Government has other plans for the land.

I agree to the proposal by the Minister of Finance, Planning and Economic Development to pay Shs.15,720,305,440/= (which includes Interest at 8% per annum) to the company in exchange for the land offered. I direct the Ministry of Finance to follow up with M/S. Roko Construction Limited to handover the original offer letter that was given to them by the Uganda Land Commission.

I, therefore, direct you to process these payments immediately.

Yower K. Museveni PRESIDENT

Copy to: Rt. Hon. Prime Minister

Permanent Secretary / Secretary to the Treasury

Permanent Secretary, Ministry of Lands, Housing

and Urban Development

Solicitor General, Ministry of Justice and

Constitutional Affairs