

**THE REPUBLIC OF UGANDA
IN THE MATTER OF A MEMORANDUM OF UNDERSTANDING
TO PREMATURELY TERMINATE A LOAN AGREEMENT BETWEEN HHH
HELEFENDE HERZEN UND HANDE AND WEJULI BRIAN**

THIS MEMORANDUM OF UNDERSTANDING is made this day of
..... 2023.

BETWEEN

Wejuli Brian c/o +256788846377 (hereinafter referred to as the First Party) which expression shall where the context so admits include his nominees, personal representatives, successors and assignees in Title) of the one part;

AND

HHH HELEFENDE HERZEN UND HANDE, a foreign company represented by KNIT ROBERT FRED OTTO its duly authorized agent (through a power of Attorney registered on the day of 2023 / a director or Secretary of HHH dully authorized to execute agreements on behalf of the company.) which expression shall where the context so admits include its, successors in title and assignees) of the other part; Both of whom are collectively referred to as the Parties;

WHEREAS;

- a) The Second Party extended to the First Party a loan amounting to **300,000 Euro (Three Hundred Thousand Euro)** through a loan agreement dated 20th November 2020 for purposes of buying a house, land and to help support the needy people and whereas the payable amount of the said loan was to be repaid by the First Party to the Second Party after selling the house and the land. **(A copy of the side agreement is hereto attached)**
- b) In execution of the said loan agreement, the first party bought and is the registered owner of land comprised in **FRV HQT867 FOLIO 5 BISHOP MASABA CLOSE PLOT 5 LAND AT NAKHUPA** and **LRV MBA13 FOLIO 20 PLOT 4 UNION CLOSE** and moveable properties to wit Motor vehicle wish **REG NO UAZ 234 V**, Four motorcycles **REG NO UFB 614 W, UFE 629 K, UFB 610 W, and UFF 029 L.**
- c) And whereas the Second Party is desirous of prematurely terminating the said loan agreement against the first party's wish.

NOW THEREFORE THIS Memorandum of Understanding (MOU) **witnesseth as follows;**

1. In consideration for the premature termination of the loan agreement, the Second Party shall pay to the First Party **UGX 300,000,000 (Three Hundred**

Million Uganda Shillings only) before execution of this MOU and the First Party shall acknowledge receipt thereof by affixing his Signature on this MOU. For avoidance of doubt the First Party shall not execute this Memorandum of Understanding unless the Second Party provides proof of payment of **UGX 300,000,000 (Three Hundred Million Uganda Shillings only)** to his Bank Account. And it is the second party who will pay for the expenses of mediation process and the parties present in the process a total amount of **100,000,000(one hundred million Uganda shillings only)**.

2. The First Party shall sign transfer forms in favour of any person nominated by the Second Party for land comprised in **LRV MBA13 FOLIO 20 PLOT 4 UNION CLOSE** and moveable properties to wit motor Vehicle **WISH REG NO UAZ 234 V** and two motorcycles of **REG NO UFE 629K and UFB 610W**.
3. The parties hereby agree that all the other properties namely land comprised in **FRV HQT867 FOLIO 5 BISHOP MASABA CLOSE PLOT 5 LAND AT NAKHUPA** and two motorcycles of **REG NO UFB 614 W and UFF 029L** shall remain in the Second Party's (Wejuli Brian's) name for his unencumbered possession and ownership.
4. The Second Party shall instruct any person who lodged caveats on land comprised in **FRV HQT867 FOLIO 5 BISHOP MASABA CLOSE PLOT 5 LAND AT NAKHUPA** to withdraw the said caveats for the first party's quiet possession and ownership.
5. The Second Party guarantees that it has duly authorized its representative to execute all documents on her behalf and the appointed agents shall produce such proof before execution of this MOU.
6. The Second Party also guarantees that it shall be bound by all documents duly signed and shall ratify all actions performed by her appointed representative in respect of this MOU.
7. The loan agreement executed on 20th November 2020 shall be terminated upon execution and full performance of this MOU and the parties shall not be bound by it terms whatsoever; For avoidance of doubt, the Second Party shall under no circumstance at any given time demand for repayment of the payable lent amount of money from the First Party after execution and performance of the terms of this MOU.
8. This MOU shall be governed by the Laws of Uganda and any variation hereto shall only be done in writing with consent of both parties.