

# THE REPUBLIC OF UGANDA

COMPANY ACT, 2012, IN THE MATTER OF GNA PROJECT SHARE SALES AGREEMENT CAPITAL MARKETS AUTHORITY ACT CAP 84.

This Shareholder Agreement ("Agreement") is entered into on ..... by..... (the shareholder) and the shareholders of Sizoomu & Partners Habendum Uganda Limited ("the Company") for the purpose of outlining the rights and obligations of shareholders, ensuring transparency, protecting shareholders' interests and assets, and providing clear exit strategies.

**WHERE AS** the "the company" is the Owners of shares in the GNA (Good Neighbor Acres Project)

**WHERE AS** the "the shareholder" is desirous to buy .....number of shares from "the company".

**NOW THEREFORE THIS AGREEMENT WITNESSETH** as follows:-

- 1. SALE AND PURCHASE**, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed. And in consideration of the recitals above which are incorporated herein and the mutual representations, promises, covenants, undertakings and agreements hereafter contained the parties with full intention of being legally bound have agreed to execute these presents.

In consideration of the total sum of **\$700 per share** the "the shareholder" undertakes to buy and take from the company ..... number of shares.

**PAYMENT OF THE CONSIDERATION:** That "the shareholder" has made payment of -----  
(-----) to "the company" directly as consideration of -----number of shares and "the company" has acknowledged receipt of the same at the time of execution of this deed.

## 1.b Shareholders' Rights and Obligations:

1.1 Voting Rights: Each “the shareholder” shall have voting rights in proportion to his/her /its shareholding.

1.2 Dividend Preferences: Dividends shall be distributed to “the shareholder” proportionally based on his/her/its shareholding, subject to the discretion of the Board of Directors.

1.3 Access to Information: The Company shall provide regular updates and financial reports on the progress and performance of the GNA project to “the shareholder”, ensuring transparency and accountability.

1.4 Fiduciary Duty: The directors and executives of the Company shall act in the best interests of “the shareholder”, including protecting his/her/its rights and ensuring fair treatment.

## **2. Dispute Resolution Mechanisms:**

2.1 Any disputes arising between “the shareholder” or between “the shareholder” and the Company shall be resolved through arbitration in accordance with the laws of Uganda.

## **3. Exit Strategies:**

3.1 Sale of Shares: “the shareholder” may sell their shares subject to approval by the Board of Directors and other shareholders, if applicable.

3.2 Liquidity Events: The Company shall provide liquidity events such as buyback options or public offerings to facilitate the exit of “the shareholder”.

3.3 Project Completion Milestones: “the shareholder” may opt to exit the project upon the completion of specific milestones, subject to agreement by the Board of Directors.

## **4. Protection of “the shareholder's” Investments:**

4.1 Transparency: The Company shall maintain transparency in its operations and financial management to protect “the shareholder's” investments.

4.2 Fiduciary Duty: Directors and executives shall ensure that the Company's actions are in the best interests of "the shareholder", protecting their rights and ensuring fair treatment.

**5. Investment Structure:**

5.1 Shares: "the shareholder" shall pay a single deposit of \$700 per share.

5.2 Constant Income: Rental income from apartments and sales from plots will ensure a constant income stream for "the shareholder", with profits reinvested to expand development and guarantee future returns.

6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Uganda.

7. Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. IN WITNESS WHERE OF the undersigned being dully authorized to enter into this agreement have signed this "Agreement" IN DUPLICATE AND IN THE .....LANGUGE both texts being equally authentic.

DONE at .....on this ..... **day of** ..... **20**.....

**SIGNED by the said; -**

.....

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Signatures of "the shareholder"

- SIGNED by the said; -

.....

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C/O- Sizoomu & Partners Habendum Uganda Limited ("the Company")