**DATED THE ……………DAY OF ……………………2021**

**CONTRACT FOR GENERAL AGENCY SERVICES**

**BETWEEN**

**SAIF PROPERTIES LIMITED**

**(As the** “**Principal**”**)**

**AND**

**…………………………………………………**

**(As the “Agent”)**

**Drawn By:**

Saif Properties Limited

P.O. Box 71212-00622,

Nairobi, Kenya.

Email: [info@saifproperties.com](mailto:info@saifproperties.com)

**THIS GENERAL AGENCY AGREEMENT** is entered into this  Day of  Two Thousand and Twenty-One

**BETWEEN:**

1. **SAIF PROPERTIES LIMITED** (Incorporation No. **PVT-V7UYJM2**)**,** being a Limited Liability Company duly incorporated as such under the auspices of the **Companies Act, No. 17 of 2015** of the Laws of Kenya,and of Postal Address Number **71212-00622** (hereinafter referred to as "**the Principal**" which expression shall, where the context so admits, include its successors in title and assigns) of the one part;

**AND**

1. **………………………………..** of Kenyan National ID/ Passport No. ………………………….. and of P.O. Box…**…………………** in the aforesaid Republic (hereinafter referred to as **"the Agent"** which expression shall, where the context so admits, include his/her personal representatives and assigns) of the other part.

In this Agreement, the Principal and the Agent are also referred to as “Parties” and “Party” refers to either of them as the context may require.

**WHEREAS:**

1. The Principal is a real estate company which develops and offers for sale residential apartments situated in various addresses within the Republic of Kenya, as described on the document attached here as Appendix A (the “Products”); and,
2. The Agent will market and sell the Products according to the terms and conditions specified herein

## **NOW IT IS HEREBY AGREED AS FOLLOWS:**

### **Definitions and interpretation**

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

1. **‘‘Agreement’’** shall mean this General Agency Agreement and any addendums, appendices and annexures thereto;
2. **“Applicable Law”** This agreement shall be construed in accordance with the Laws of the Republic of Kenya;
3. **“Agent”** means a Party that has express (oral or written) or implied authority to act for the Principal so as to bring the principal into contractual relationships with other parties
4. **“Principal”** means a party who designates the agent to act on his or her behalf.
5. **“Product”** means the residential or commercial apartment units developed and offered for sale by the Principal.
6. **“Purchaser”** means the third-party buyer to whom the Agent has sold the Principal’s Product.
7. **“Confidential Information"** shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Such that, if Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information;
8. **“Intellectual Property”** shall mean patents, trademarks, service marks, registered designs copyrights (including copyright in computer programs) and rights of a similar or corresponding character (whether or not the same are registered or capable of registration) and all applications for, or for the protection of, any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
9. **“Commission”** means payment made to an Agent which the Agent receives a percentage of the value of each transaction that a Purchaser undertakes pursuant to this Agreement.

In this Agreement, unless the context otherwise requires, reference to:

1. Words importing the singular number only shall include the plural number also and vice versa, and words importing the masculine gender include the feminine gender and neuter and vice versa;
2. Conditions and Sections shall be construed as Conditions and Sections of this Agreement;
3. Reference to any party hereto shall, where the context admits, be deemed to include, as appropriate, its personal representatives, heirs, nominees and assigns for the time being and from time to time of each of the persons included in the expressions **“the Principal”** and **“the Agent”**;
4. The expression “person” shall include any legal or natural person, partnership, trust, company, joint venture, agency, non-governmental organization, state corporation, government or local authority department or other body (whether incorporated or unincorporated);
5. The word “tax” shall be construed so as to include any tax (including value added tax) levy, impost, assessment, duty or other charge of similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and “taxation” shall be construed accordingly and the expression “competent taxing authority” means, in respect of any state or administrative division thereof, any governmental or local authority, monetary agency or central bank having power to collect or levy taxes;
6. Costs, charges, expenses or remuneration shall be deemed to include, in addition, references to any value added tax or similar tax chargeable in respect thereof;
7. Any Statute or any provision of any Statute shall be deemed to refer to any statutory modification or re-enactment thereof and to any statutory instrument, order or regulation made thereunder or under any such re-enactment;
8. Indemnifying any person against any circumstance includes indemnifying and keeping harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance; and,
9. The expression “month” means a calendar month.
10. Headings to Sections are for convenience only and shall not affect the construction or interpretation of this Agreement.
11. In this Agreement, any reference to any document means that document as supplemented, amended or varied from time to time between the parties thereto in accordance with the terms (if applicable) hereof and thereof.
12. Any covenant by a party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person in so far as it is within his power or control.
13. **Effective date and duration**

This Agreement shall be effective from the date first hereinbefore written and unless sooner terminated as herein provided, this Agreement shall remain in full force and effect.

1. **Assignment of Rights**
   1. With certain limitations stated herein, the Principal hereby authorizes the Agent the right to market and offer for sale the Products according to the terms and limitations stated in this Agency Agreement.
   2. The Agent shall only market and offer for sale the products within the Territory, as defined in this Agreement.
   3. The Principal reserves the right to add to or subtract from the list of Products authorized on Annexure A attached hereto with notice to the Agent.
   4. Should the Principal request and the Agent agree to provide services inaddition to those specified herein, the same shall be for all intents and purposes of this Agreement be deemed to be included within the definition of services.
2. **Trademark Rights**

The Agent agrees and acknowledges the following with regard to the Principal’s trademark:

1. The Principal is the sole and exclusive owner to all right, title and interest in any trademarks associated with the Principal (the “Principal Trademarks”) which the Agent may utilize in performing the services herein.
2. The Principal hereby grants to the Agent for the duration of this Agreement and subject to the limitations stated within this Agreement a non-exclusive, non-transferable, revocable right to use the Principal Trademarks as necessary to market and offer for sale the Products within the Territory.
3. **Agent Responsibilities**

In marketing and offering the Products for sale, the Agent shall:

1. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
2. Keep the Principal’s interests at the highest priority.
3. Sell the products on the agreed purchase price and at the highest priority. For avoidance of doubt, priority shall be given to the highest quotations assessed by the Vendor.
4. Maintain reasonable technical and practical knowledge with regard to the Products;
5. Utilize promotional materials provided to the Agent by the Principal for the purpose of marketing and selling the Products;
6. If requested by the Principal, attend and participate in trade shows and conventions related to the Products;
7. Promptly respond to all communications by customers and the Principal regarding the Products;
8. Reasonably assist the Principal with regard to any and all collection matters as requested by the Principal; and
9. Prepare and maintain any reports and documentation, as requested by the Principal.
10. **Commission**
    1. The Principal shall pay the Agent a total Commission inclusive of all taxes, charges and statutory disbursements, in the form and manner espoused below:
       1. For Cicada Crest Apartments:

**Kenya Shillings One Million Only (KES 1,000,000.00),** upon the sale of each apartment unit by the Agent, which the Agent shall sell for no less than **Kenya Shillings Eighteen Million (KES. 18,000,000.00) );** whereby such payments shall be made on a cash basis and tendered in full cleared funds within **ninety (90)** days.

* + 1. For Roseville Apartments:

**Kenya Shillings One Million Only (KES 1,000,000.00),** upon the sale of each apartment unit by the Agent, which the Agent shall sell for no less than **Kenya Shillings Eighteen Million (KES. 18,000,000.00);** whereby such payments shall be made on a cash basis and tendered in full cleared funds within **ninety (90)** days.

* + 1. For Woodville Apartments:

**Kenya Shillings One Million Only (KES 1,000,000.00),** upon the sale of each apartment unit by the Agent, which the Agent shall sell for no less than **Kenya Shillings Fourteen Million, Five Hundred Thousand (KES. 14,500,000);** whereby such payments shall be made on a cash basis and tendered in full cleared funds within **ninety (90)** days**.**

* + 1. For the COVO project:

**Three percent (3%)** of the total sale value for any unit (whether commercial or residential) sold.

* + 1. For the KENZI project:

**Three percent (3%)** of the total sale value for any unit sold.

* 1. **PROVIDED ALWAYS** that the Agent shall not sell, or permit to be sold, and shall always refrain from selling; any of the products pursuant to this Agreement, on a valuation lower than what is provided for subject to the provisions of **Sub-clause 5.1** hereinbefore.
  2. Unless otherwise provided for in writing by both Parties to this Agreement, it is hereby agreed that the Principal shall not be required to honor any of its obligations under this Agreement (including payment of Commission) whereupon the Agent acts (whether in his/her own capacity or not), in breach of the provisions of **Sub-clause 5.2** hereinabove.
  3. In the event that the Agent receives Commission payments for orders that are subsequently refunded, charged back, or the Principal otherwise fails to realize the income from such a sale, the Agent shall offset any future commissions paid by the amount by which the commissions actually paid would be reduced if the sales associated with income the Principal failed to realize were never completed.
  4. The Principal shall pay the Agent the Commission by cheque in favour of the Agent only.
  5. Without prejudice to the generality of this Clause all the foregoing provisions herein, the total Commission due to the Agent shall be paid by the Principal not as a one-off payment but in two (2) tranches, staged as follows:
     1. For Cicada and Roseville Transactions:

1. Thirty Percent (30%) of the total Commission -Upon signing of the Letter of Offer, and Upon receipt of the minimum deposit of fifty Percent (50%) of the total sale value and,
2. Seventy Percent (70%) of the total Commission - Upon signing of the Sale Agreement and receipt of the remaining balance towards the purchase price, tendered to the Vendor in full, cleared funds.
   * 1. For Woodville Transactions:
3. Thirty Percent (30%) of the total Commission -Upon receipt of the minimum deposit of Fifty Percent (50%) of the total sale value; and,
4. Seventy Percent (70%) of the total Commission - Upon signing of the Sale Agreement and receipt of remaining balance towards the purchase price, tendered to the Vendor in full, cleared funds.
   * 1. For COVO Transactions:
5. Thirty-three percent (33%) of the total Commission -Upon signing of the Offer Letter and payment of the Initial Deposit by the Purchaser (subject to a minimum deposit of **Thirty Percent (30%)** of the total sale value); and,
6. Sixty-seven percent (67%) of the total Commission - Upon signing of the Sale Agreement.
   * 1. For KENZI Transactions:
7. Thirty-three percent (33%) of the total Commission -Upon signing of the Offer Letter and payment of the Initial Deposit by the Purchaser (subject to a minimum deposit of **Thirty Percent (30%)** of the total sale value); and,
8. Sixty-seven percent (67%) of the total Commission - Upon signing of the Sale Agreement.
9. **Confidentiality**

The Agent shall not disclose to any third party any details regarding the Principal’s business, including, without limitation any information regarding any of the Principal’s customer information, business plans, trade secrets, or price points (i.e. the Confidential Information).

The Agent shall not make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Principal.

The Agent shall not use Confidential Information other than solely for the benefit of the Principal. Any information disclosed without the above consideration shall serve as a material breach of contract and will result in termination of this real estate agency agreement in its entirety.

1. **Indemnification**

The Principal agrees to indemnify, defend, and protect the Agent from and against all lawsuits and costs of every kind pertaining to any violation of the law, fraud or misrepresentation pursuant to this Agreement, or the rights of any third party against the Agent while acting pursuant to this Agreement and on the Principal’s instructions, except as a result of the Agent’s gross negligence, willful misconduct or bad faith. Such costs include but are not limited to reasonable legal fees.

1. **Variations and Modifications**

No variation of this Agency Agreement shall be valid or effective unless such variation shall have been made in writing and signed by both the Principal and the Agent, or their respective Advocates, provided always that the expression “variation” shall include any variation supplement, deletion, amendment or replacement, however effected.

1. **Assignment of Rights and Duties** 
   1. The Principal and the Agent must:
   2. Comply with their respective obligations under the Agreement; and,
   3. Not assign or transfer the Agreement or any right under the Agreement to a third party without the prior written consent of the other
   4. Unless otherwise expressly stated nothing in this Agreement will create rights in favor of anyone other than the Parties to this Agreement.
2. **Termination of Contract**
   1. On giving a two-week’s notice, any of the Parties may terminate this Agreement without giving any reason. The Principal shall pay the Agent Commission in respect only of sales of the Products made prior to the termination date.
      1. Upon such Termination, the Agent shall waive any claims for damages including loss of anticipated profits on account thereof.
   2. This Agreement may be determined forthwith without prior notice under any of the following circumstances:
      1. If either Party commits any breaches of its obligations herein not capable of being rectified;
      2. If either Party’s Directors and/or senior managers is convicted of a criminal offence other than an offence which, in the reasonable opinion of the alternate Party, does not affect the said Party’s operations and obligations;
      3. If either Party’s employee, servant, sub-contractor, authorised delegate or agent is found guilty of any gross misconduct or habitually neglects his/her or their duties as contemplated by this Agreement;
      4. If either Party becomes insolvent or applies to a Court to be adjudged a voluntary liquidation or makes any arrangement with its creditors or if a bankruptcy receivership liquidation or any nature of winding up proceedings is instituted against it;
      5. Where either Party ceases to carry on business in Kenya for any reason.
      6. If either Party commits any serious breaches of its obligations herein and has failed to rectify the same within **Twenty-One (21)** days after receipt of a written notice requiring it to do so;
   3. Immediately upon termination of the relationship between the Principal and the Agent, the Agent shall return to the Principal any documents pertaining to the Principal’s business or any of its trade secrets which are in the Agent’s possession.

* 1. Upon termination, the Agent shall cease marketing and offering for sale the Products and shall continue to abide by the obligation refrain from sharing with any third party any of the Principal’s confidential.

1. **Survival**

This Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends the Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

1. **Capacity**
   1. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
   2. Accordingly, each party shall be personally responsible for its own tax status and any other statutory mandates placed upon them in their individual capacities.
2. **Warranties and Undertakings**
   1. Each Party represents and warrants to the other that the Party has capacity to enter into and perform or procure the performance of the Agreement;
   2. There is no law or decree or similar enactment binding on the Principal and/or Agent (where applicable), so far as it is aware, which could conflict with or prevent it from entering into or performing and observing the terms of this Agreement;
   3. The Agent will immediately disclose in writing to the Principal any events or circumstances which may arise or become known to them after the date of this Agreement and prior to the Termination Date, which are inconsistent with any of the Warranties; and, of which had they occurred on or before the date of this Agreement, would constitute a breach of the Warranties;
   4. The Principal and the Agent hereby represent, warrant and undertake to each other that this Agency Agreement constitutes a legal, valid and binding agreement setting out their obligations to one another and enforceable as against each of them in accordance with the terms and conditions set out herein.
   5. The Agent undertakes to fully indemnify and hold harmless the Principal from and/or against any losses, costs, expenses, damage, claim or litigation that may arise as a result of the warranties and representations above being incorrect. For the avoidance of doubt, the provisions of this Clause shall survive the termination of the terms set out in the Agreement herein and shall subsist without limit in point of time.
3. **Enduring nature of Contract**

Save for matters which require to be fulfilled and are in fact fulfilled prior to or at the Termination Date of this Agreement, this Agency Agreement shall continue to be in full force and effect even after the performance of the Agent’s duties as envisioned in this Agreement or with regard to anything that requires to be done.

1. **Waiver**

No failure or delay by the Principal or the Agent in exercising any claim, remedy, right, power and privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise of any other claim, right or power.

1. **Knowledge and Acquiescence not a Waiver**

Knowledge or acquiescence by either party hereto of or in any breach of any of the conditions or any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence each party hereto shall be entitled to exercise their respective rights under this Agreement and to require strict performance by the other of the terms and conditions herein.

1. **Force Majeure**
   1. Subject to compliance with **Sub-clause 17.2** hereunder, neither Party shall be liable in respect of any delay in performing, failure to perform, or failure to adequately perform any of their obligations hereunder in consequence of any act, cause or event which:
2. Was not caused or precipitated by their negligence; and
3. Could not have been prevented by their reasonable diligence, including without limitation:
4. Any act of God;
5. Any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy or invasions;
6. Any judicial actions, strikes, lockouts, industrial disputes or actions of such nature;
7. Any actions or inactions of any Government or any agency or department;
8. Any act of terror;
9. Any storms, floods or other inclement, whether earthquakes, subsidence, epidemics or other natural physical disasters; and
10. Fire, accident, explosion or shortage of labor.

(Hereinafter called a “Force Majeure Event”) for so long as and to the extent that the effects of the Force Majeure Event continue.

* 1. In the event of either Party being so delayed or prevented from performing its obligations, such Party shall:
     1. Give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
     2. Use all reasonable endeavors to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and,
     3. Resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
  2. In the event that such delay or prevention continues for more than **four (4)** weeks, the Party whose performance is not delayed or prevented may terminate this Agreement by giving **seven (7)** days’ notice in writing to the other.

1. **Severability**
   1. If any provision of this Agreement is deemed to be legally invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
   2. Notwithstanding **Sub-clause 18.1,** the Parties shall thereupon negotiate in good faith in order to agree on the terms of a mutually satisfactory provision to be substituted for the provision so found to be void and/or unenforceable.
2. **Entire Agreement**

This Agreement contains the whole agreement and understanding between the Principal and the Agent relating to the transaction provided for in this Agency Agreement and supersedes and extinguishes all previous Agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, if any, whether written or oral between the parties in respect of such matters.

1. **Non-Merger**

This Agreement shall not merge on completion and/or termination of the same, and it shall not limit, cancel or extinguish the performance of any outstanding duties or obligations under this Agreement.

1. **Remedies Cumulative**

Any remedy or right conferred upon the Principal or the Agent for breach of this Agreement including the right of rescission shall be in addition to and without prejudice to all other rights and remedies available to them.

1. **No Warranty**

Both parties confirm that they have willingly entered into this Agreement without any undue influence or representation or warranty except as provided in this Agency Agreement.

1. **Notice**
   1. Any notice, request or demand required or permitted to be given, made or served under this Agreement shall be in writing and shall be deemed to have been duly given, made or served when addressed and sent by registered postage to the postal address of the recipient party as contained in this Agreement, or whose change is subsequently notified to the other Party in writing, or alternatively, delivered by hand to the recipient party’s last disclosed address as aforesaid and duly acknowledged by stamping on a counter-part copy thereof.
   2. Any such notice or other communication shall be deemed to have been duly given or made as follows:
2. If sent by personal delivery, upon delivery at the address of the relevant party as long as there is proof of delivery;
3. If sent by post, **seven (7)** working days after the date of posting provided that proof is given that the notice was properly addressed and duly dispatched;
4. If sent by facsimile when dispatched provided that there is proof of dispatch verified by a transmission report from the sender’s fax machine; and,
5. If sent by email, on the date of receipt of the mail as confirmed to the sender by the recipient’s mail server.

Provided always that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside normal working hours in the place of service of the notice or other communication, it shall be deemed to be given or made at the start of normal working hours

For purposes of this Clause, all correspondences to the Principal shall be addressed to:

**Saif Properties Limited**

**P.O. Box 71212-00622**;

**Ushuru Sacco Centre, 7th Floor**

**Email Address**: [info@saifproperties.co.ke](mailto:info@saifproperties.co.ke)

1. **Jurisdiction and Governing Law**

The Parties hereby agree that this Agreement shall be governed and construed in accordance with the laws of the Republic of Kenya and the Parties hereby agree to submit to the non-exclusive jurisdiction of the Kenyan Courts.

1. **Dispute Resolution**
   1. The Principal and the Agent may make every effort to resolve any dispute that may arise in respect of the interpretation of their right or duties under this Agreement amicably by direct informal negotiation.
   2. If after **twenty-one (21) days** from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before an Arbitration Tribunal as envisioned under **Clause 26** hereunder.
2. **Arbitration**

Should any dispute arise between the parties hereto with regard to the interpretation of rights, obligations and/or implementation of any or more of the provisions of this Agreement then, the parties to such dispute shall in the first instance attempt to resolve such dispute by amicable negotiations and should such negotiations fail to achieve a resolution within **fourteen (14) days,** then either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to Arbitration under the following terms:

* 1. Such Arbitration should be resolved under provisions of the **Kenya Arbitration Act (Act No. 4 of 1995)** (as amended from time to time);
  2. The Tribunal shall consist of One (1) Arbitrator to be agreed upon between the Parties, failing which within a period of Fourteen (14) days from the date of a written request by either party to concur in the appointment of an Arbitrator, then such Arbitrator shall be appointed by the Chairperson for the time being of the Chartered Institute of Arbitrators of Kenya upon the application of either Party;
  3. The place and seat of Arbitration shall be Nairobi and the language of Arbitration shall be English;
  4. The award of the Arbitration Tribunal shall be final and binding upon the Parties to the extent permitted by law and any Party may apply to a Court of competent jurisdiction for enforcement of such award. The award of the Arbitration Tribunal may take the form of an order to pay an amount or to perform or to prohibit certain activities; and,
  5. Notwithstanding the above provisions of this Clause, a Party is entitled to seek alternative relief from any Court of competent jurisdiction in relation to any dispute herein, including but not limited to an order for specific performance, damages, preliminary injunctive reliefs or interim or conservatory measures from any Court of competent jurisdiction.

1. **Bribery and Corruption**

If the Agent or any of his/her permitted delegates and/or servants shall offer or agree to give any person any bribe, gift, gratuity or commission as an inducement or regard for doing or fore bearing to do any action in relation to the this Agreement or any other contract with the Principal or for showing or fore bearing to show favor or disfavor to any person in relation to this Agreement or any other contract with the Principal, then the Principal may terminate this Agreement effectively, and reserves the right to institute criminal proceedings against such Agent on the grounds specified herein.

1. **Intention to be Bound**
   1. Each party hereby agrees and confirms for the purpose of the Law of Contract Act (Chapter 23 of the Laws of Kenya) that it has the legal capacity to enter this Agreement.
   2. Each party hereby agrees and confirms for the purpose of the Law of Contract Act (Chapter 23 of the Laws of Kenya) that it has executed this Agreement with the intention to bind itself to the contents thereto.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties hereto on the day and the year first hereinbefore written.

**SEALED with the Common Seal of the PRINCIPAL**

**SAIF PROPERTIES LIMITED** in the presence of: -

**DIRECTOR**

**In the presence of:**

**…………………………………………………………**

**ADVOCATE**

**SIGNED** by the **AGENT** the said

**……………………………………….**

**AGENT**

In the presence of: -

Name of Attesting Witness:

**ATTESTING WITNESS**

………………………………………..

Address of Witness:

………………………………………

Occupation of Witness:

………………………………………

**In the presence of**

Advocate

**APPENDIX A**

**SCOPE OF WORKS**

The ambit of services expected under this Agreement shall be encompassed in the following products:

## **Cicada Crest Apartments;** Located on **LR No. 1/417**, George Padmore Road**;**

## **Roseville Apartments;** Located on **LR No. 1/609 (Original Number 1/103/6);**

## **Woodville Apartments,** Located on **LR No. 209/5315;**

## **COVO Mixed-use Project,** Located on **3734/1156** and **3734/1157** respectively (Original Numbers **3734/414/1** and **3734/414/2** respectively); **and,**

1. **KENZI Apartments;** Located on **L.R. No. 1870/III/381 (Original No. 1870/III/236/1)** along School Lane, Westlands, Nairobi, Kenya.

**IT IS FURTHER AGREED,** that should the Principal request and the Agent agree to provide services inaddition to those specified herein, the same shall be for all intents and purposes of this Agreement be deemed to be included within the definition of Services.