

SEKURITATE.

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J Carstens  
X 7025

20 May 2009


Dr Jan Olivier  
Development Bank of South Africa Limited  
1258 Lever Road  
Headway Hill  
**MIDRAND**  
1685

Dear Sir

**AMENDMENT TO LOAN AGREEMENT**

Attached hereto please find the abovementioned document from //Khara Hais Municipality.

Yours faithfully,



WJB ENGELBRECHT  
MUNICIPAL MANAGER



I hereby on behalf of the //Khara Hais Municipality, acknowledge receipt of the signed Amendment to Loan Agreement.

W.J.B. ENGELBRECHT  
NAME

MUNICIPAL MANAGER  
DESIGNATION

W.J.B. Engelbrecht  
SIGNATURE

19/05/2009  
DATE



**AMENDMENT TO LOAN AGREEMENT**

in respect of

**UPGRADING OF MUNICIPAL INFRASTRUCTURE**

made and entered into by and between

**//KHARA HAIS MUNICIPALITY (KHM)**  
(herein-after referred to as Borrower)

and

**THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**  
(herein-after referred to as DBSA)



*[Handwritten signatures and initials]*

1. **DEFINITIONS AND HEADINGS**

1.1. In this Amendment Agreement, unless the contrary appears from the context, the following words shall have the meanings, as stated :-

1.1.1. "this Amendment Agreement" shall mean this Amendment Agreement and any annexures hereto;

1.1.2. "the Loan Agreement" shall mean the written agreement concluded by and between the Parties on 18 July 2008.

1.2. All words, phrases and meanings in the Loan Agreement shall bear the same meanings in this Amendment Agreement.

2. **BACKGROUND**

2.1. The Parties have concluded the Loan Agreement.

2.2. The parties wish to amend the Loan Agreement.

2.3. The Parties desire that this amendment shall be contained in this Amendment Agreement.

3. **LOAN AGREEMENT**

3.1. The Loan Agreement is, hereby, amended , as follows:-

3.1.1. By deletion of the words "oxidation ponds" in clause 11.4, and the substitution thereof with the words "the extension of the Louisvale road sewerage works", and wherever else the words may appear.

3.1.2. By deletion of clause 11.4 *in toto*, and the addition thereof, as amended in terms of 3.1.1 above, as a further term and condition.

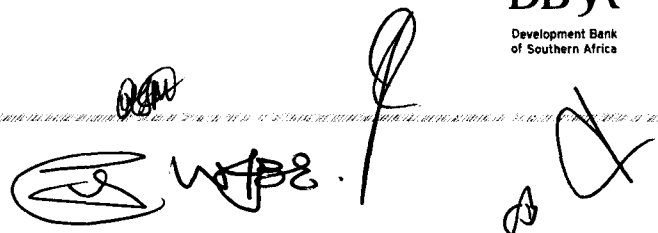
3.1.3. By insertion of the following as a condition precedent to the disbursement of the loan:



Handwritten signatures and initials are present at the bottom of the page. On the left, there is a large, stylized signature. In the center, the letters "WBS" are written in a bold, blocky font. To the right of "WBS" is another large, stylized signature. On the far right, there are two smaller, handwritten initials or signatures.

"The Borrower shall furnish the DBSA with a copy of a Council Resolution and a copy of the environmental permit or exemption in respect of the extension of the Louisvale road sewerage works."

- 3.2. This Amendment Agreement contains all the amendments to the Loan Agreement and neither of the Parties shall be bound by any undertakings, representations, warranties or promises made, in respect of such amendments, which are not recorded herein.
- 3.3. Nothing, in this Amendment Agreement, shall be construed by either Party, as precluding the Parties from further amending the Loan Agreement and this Amendment Agreement, should this become necessary.
- 3.4. Save for the changes contained in this Agreement, the Loan Agreement shall remain unaltered.



THIS DONE AND SIGNED AT UPINGTON ON THE 28<sup>th</sup> DAY OF October 2008.

AS WITNESSES:

1. [Signature]  
2. [Signature]

[Signature]  
FOR AND ON BEHALF OF THE  
BORROWER, WHO HEREBY  
WARRANTS HIS AUTHORITY

THIS DONE AND SIGNED AT MURRAYSBURG ON THE 12<sup>th</sup> DAY OF NOVEMBER 2008.

AS WITNESSES:

1. [Signature]  
2. [Signature]

[Signature]  
FOR AND ON BEHALF OF THE  
DBSA, DULY AUTHORISED  
THERE TO



[Signature]

[Signature]