

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



Agreement



DBSA

Development Bank
of Southern Africa

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:



"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.

[Handwritten signatures and initials]

THIS DONE AND SIGNED AT UPINGTON ON THE 28th 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 UPRAND ON THE 12th DAY OF NOVEMBER 2008.

AS WITNESSES:

1. [Signature]
2. [Signature]

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



[Signature] OS

