

DBSA



IMPLEMENTATION

Amendment

13 DEC 2011

NC 103723

FIRST ADDENDUM TO THE LOAN AGREEMENT

between

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

and

KAI GARIB MUNICIPALITY

in respect of

KAI GARIB LOCAL MUNICIPALITY NC 103723/1

OB

JM
[Signature]



1. INTERPRETATION

In this First Addendum to the Loan Agreement, unless the context clearly indicates a contrary intention, words and meanings defined in the Loan Agreement shall bear the same meaning.

2. RECITAL

The Parties wish to record in writing the amendments to the Loan Agreement.

3. AMENDMENT TO THE LOAN AGREEMENT

The Loan Agreement is amended by the:

3.1 addition of the following clause as the new clause 6:

6. "COMMITMENT FEES

The Borrower shall pay to the DBSA a commitment fee at the rate of 0.5% (nought point five) percent per annum on the Capital in respect of each sub-loan which from time to time has not been disbursed nor cancelled. The commitment fee shall:

- 6.1. *commence to accrue from Signature Date;*
- 6.2. *be pro-rated on the basis of a 365 (three hundred and sixty five) day year irrespective of whether it is a leap year or not, for the actual number of days elapsed; and*
- 6.3. *be payable monthly, in arrears, on each Interest Payment Date, the first such payment to be due on the first Interest Payment Date."*

4. APPLICABILITY OF LOAN AGREEMENT

Save as contemplated herein, the remaining provisions of the Loan Agreement shall be of full force and effect, provided that should there be any conflict between the provisions of the Loan Agreement and this First Addendum, the provisions of this First Addendum shall prevail.

5. COUNTERPARTS

The signature by any Party of the counterpart of this First Addendum shall be as effective as if that Party had signed the same document as all of the other parties.

DATED at MORANS this 28th day of ~~AUGUST~~ ^{JANUARY} 2011

[Signature] *[Signature]*

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

(who warrants that he/she is duly authorised hereto)

DATED at Keimoes this 2^{de} day of ~~AUGUST~~ ^{September} 2010

[Signature]

KAI GARIB MUNICIPALITY

(who warrants that he/she is duly authorised hereto)



FIRST ADDENDUM TO THE LOAN AGREEMENT

between

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

and

KAI GARIB MUNICIPALITY

in respect of

KAI GARIB LOCAL MUNICIPALITY NC 103723/2

03


DBSA
Development Bank
of Southern Africa

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DBSA
Development Bank
of South Africa


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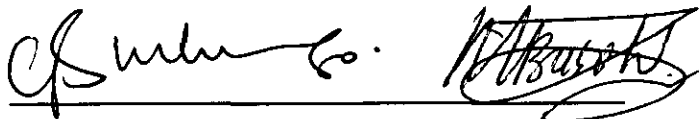
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OB



DBSA
Division of South Africa

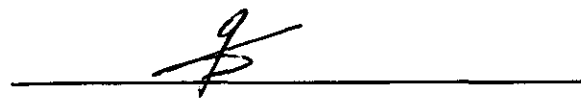
DATED at MURRAY this 28th day of JANUARY 2011
~~AUGUST 2010~~



THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

(who warrants that he/she is duly authorised hereto)

DATED at Kemmer this 2^{de} day of September
~~AUGUST 2010~~



KAI GARIB MUNICIPALITY

(who warrants that he/she is duly authorised hereto)



FIRST ADDENDUM TO THE LOAN AGREEMENT

between

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

and

KAI GARIB MUNICIPALITY

in respect of

KAI GARIB LOCAL MUNICIPALITY NC 103723/3

[Handwritten signature]

03



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DBSA
D. ... Park
of ...

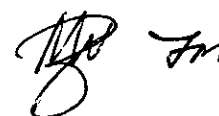


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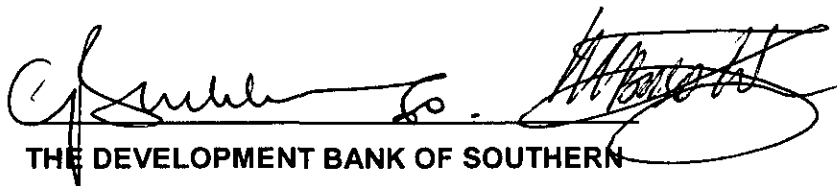
5. COUNTERPARTS

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DBSA
Development Bank
of Southern Africa

DATED at MUDRANO this 28th day of ~~AUGUST~~ ^{JANUARY} 2010



THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

(who warrants that he/she is duly authorised hereto)

DATED at Kelanoes this 26th day of ~~AUGUST~~ ^{September} 2010



KAI GARIB MUNICIPALITY

(who warrants that he/she is duly authorised hereto)