# **DBSA**



**IMPLEMENTATION** 

Amendment



# SECOND AMENDMENT LOAN AGREEMENT

made and entered into by and between

# KAI GARIB MUNICIPALITY

and

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED





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## **RECORDAL**

This agreement is made by and between:

- (a) Kai Garib Municipality, a local municipality established or deemed to be established in terms of Section 12 of the Local Government Municipal Structures Act 117 of 1998 as amended, in its capacity as the Borrower; and
- (b) DBSA in its capacity as a Party to the Loan Agreement with the Borrower to lend a total sum of R11 400 000.00 (eleven million four hundred thousand Rand) made up as follows:

Element 1 = R1 000 000.00; Element 2 = R7 380 000.00; Element 3 = R3 020 000.00.

NOW THEREFORE, the Parties hereby agree as follows:





## **INTERPRETATIONS**

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

1.1.1. "the First Addendum Loan Agreements" shall mean the written Agreements concluded between the by and

28 January 2011 under Project No. 103723

**Parties** 

on

(elements 1,2 and 3).

1.1.2. "the Loan Agreements" shall mean the written Loan Agreements

concluded by and between the Parties on

11 March 2010.

1.1.3. "the Second Amendment Loan Agreement" shall mean this Amendment Agreement.

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

### 2. **BACKGROUND**

- 2.1. The Parties have concluded the Loan Agreements and the First Addendum Loan Agreements.
- 2.2. The Parties wish to amend the Loan Agreements.
- The Parties desire that this amendment shall be contained in this Second 2.3. Amendment Loan Agreement.

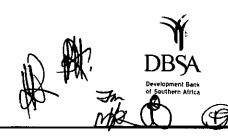
#### 3. LOAN AGREEMENT

- 3.1 The Loan Agreements are amended as follows:
  - 3.1.1 By the deletion, in toto, of clause 1.1.5 and the substitution therefor with the following:





- "1.1.5 Availability Period" means a period from 11 March 2010 to 31 December 2012 during which the Borrower shall draw-down on the Loan".
- 3.2 This Second Amendment Loan Agreement contains all the amendments to the Loan Agreements 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 Second Amendment Loan Agreement, shall be construed by either Party, as precluding the Parties from further amending the Loan Agreements and this First Amendment Loan Agreement, should this become necessary.
- 3.4 Save for the changes contained in this Second Amendment Loan Agreement, the Loan Agreements shall remain unaltered.



SIGNE	D at <u>Kaka mas</u>	_on this _	15-H	day of BETEMBER 2011.		
AS WITNESSES:						
1.	MAZ : KAI GARIB	<u>L-</u> m		FOR AND ON BEHALF OF THE BORROWER, WHO HEREBY WARRANTS HIS AUTHORITY		
2.	Cabo.	NAME: FOHNY MACKAY				
				TITLE: MUNCIPIPE MANAGER		
SIGNE	ED at MBRAHD	_on this	13 Tr	201 day of <u>JAHUARY</u> 2011.		
AS WITNESSES:						
1.	Rubayi			FOR AND ON BEHALF OF THE DBSA, DULY AUTHORISED		
2.	Dutt)			NAME: ML MASHABA		



TITLE: GROUP EXECUTIVE