



GROUP LEGAL SERVICES CONTRACT SIGNATURE CONFIRMATION FORM

FOR SIGNATURE: FIRST ADDENDUM TO LOAN AGREEMENT BETWEEN GREATER TZANEEN LOCAL MUNICIPALITY AND DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED IN RESPECT OF FUNDING THE 2018/19 AND 2019/2020 CAPITAL EXPENDITURE PROGRAMME

NAME	DESIGNATION	ACTION	DATE	SIGNATURE
Sibonile Moyo	Senior Legal Advisor	For Approval	21/09/2018	
Bheki Zwane	Senior Investment Officer	For Approval	18/09/2018	
Ben Mokheseng	Head: Transacting Municipalities	For Approval and Signature	18/09/2018	

BUSINESS IS RESPONSIBLE FOR ENSURING FILING OF THE ORIGINAL AGREEMENT WITH RECORDS MANAGEMENT DEPARTMENT

FIRST ADDENDUM TO THE LOAN AGREEMENT

made and entered into by and between

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

and

GREATER TZANEEN LOCAL MUNICIPALITY

in respect of funding the
Capital Programme 2018/2019 – 2019/20



[Handwritten signatures and initials]
A collection of handwritten signatures and initials in the bottom right corner. From top to bottom, there is a signature that appears to be "S", followed by "MT JBL", and "M.B." with a circular scribble below it. To the left of these is another signature that looks like "MT".

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B

MT *JBL*
DIBSA
M-B

1 PARTIES

The Parties to this Addendum are:


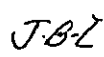


- 1.1 **The Development Bank of Southern Africa Limited**, reconstituted and incorporated in terms of section 2 of the Development Bank of Southern Africa Act, 1997 ("DBSA"); and
- 1.2 **Greater Tzaneen Local Municipality**, a municipality established or deemed to be established in terms of section 12 of the Local Government: Municipal Structures act 117 of 1998, as amended from time to time ("Recipient").

2 INTRODUCTION

- 2.1 It is recorded that the Parties entered into the Loan Agreement.
- 2.2 Clause 30 (*Variation*) of the Loan Agreement provides *inter alia*, that no addition to or variation, consensual cancellation or novation of the Loan Agreement and no waiver of any rights arising from the Loan Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by all Parties or their duly authorised representatives.
- 2.3 The Parties wish to enter into this Addendum to provide amendments to the Loan Agreement on the terms and conditions detailed below.

3 DEFINITIONS AND INTERPRETATION

- 3.1 Unless otherwise defined in this Addendum, words and expressions used in this Addendum shall bear the meaning ascribed to such words and expressions in the Loan Agreement and all capitalised terms in this Addendum not defined in terms of clause 3.2 below shall have the meaning ascribed thereto in the Loan Agreement.
- 3.2 The following terms shall have the following meanings and cognate expressions shall bear corresponding meanings in this Addendum:
 - 3.2.1 "Addendum" means this first addendum and all annexures thereto entered into between the Parties in order to amend certain provisions of the Loan Agreement.
 - 3.2.2 "Date of Signature" means the date on which this Addendum is signed by the Party doing so last, provided both parties sign the Addendum;
 - 3.2.3 "Loan Agreement" means the loan agreement entered into between the Parties on or about 12 July 2018; and
 - 3.2.4 "Parties" means DBSA and the Recipient and "Party" means either one

of them as the context may indicate.

4 DATE OF COMMENCEMENT

With effect from the Date of Signature, the Loan Agreement is amended as provided for in clause 5 (*Amendments to the Loan Agreement*) of this Addendum.

5 AMENDMENTS TO THE LOAN AGREEMENT

The Parties agree that the Loan Agreement is amended with effect from the Date of Signature as follows:

- 5.1 The date "07 August 2018" where it appears in clause 4.1 of the Loan Agreement is deleted and replaced with the following wording:

"...the date immediately preceding the date on which the Borrower submits a Disbursement Request for the third and last Disbursement to the DBSA or the date falling on the last day of the Capital Grace Period, whichever occurs earlier"

- 5.2 The date "31 July 2018" where it appears in clause 1.1 of Annexure D (*Disbursement Schedule*) is deleted and replaced with the following date "30 September 2018".

- 5.3 Annexure E (*Repayment (Armotisation) Schedule*) is deleted in its entirety and replaced with a new Annexure E which provides for and is reflective of the amendment to the Disbursement Schedule in terms of clause 5.2 above.

6 SAVINGS CLAUSE

Save to the extent specifically or by necessary implication modified in or inconsistent with the provisions of this Addendum or unless otherwise agreed in writing between the Parties, all the terms and conditions of the Loan Agreement shall mutatis mutandis continue to apply and remain in full force.

7 GOVERNING LAW

This Addendum, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and interpreted in accordance with, the laws of the Republic of South Africa.

8 GENERAL

- 8.1 This Addendum is signed by the Parties on the dates and at the places indicated below.

- 8.2 This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Addendum as at the Date of Signature of the Party last signing one of the counterparts.

MR MT DBSA J.B.Z

SIGNED at MIDRAND on this 18 day of SEPTEMBER 2018

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]

For and on behalf of the
**DEVELOPMENT BANK OF
SOUTHERN AFRICA LIMITED,**

The Signatory warrants that he/she is
duly authorised hereto

Full name: MOTALE BEN MOKHESENG

Capacity: HEAD: MUNICIPALITIES & WATERBOARDS
(TRANSACTION)

SIGNED at TZANEEN on this 19 day of SEPTEMBER 2018

AS WITNESSES:

2. [Signature]
2. [Signature]

[Signature]

For and on behalf of **GREATER
TZANEEN LOCAL MUNICIPALITY,**

The Signatory warrants that he/she is
duly authorised hereto

Full name: Bartholomew Sengiso Matlala

Capacity: Municipal Manager

Tzaneen Municipality - 10 year amortised loan - quarterly

Amortised Repayment quarterly							
Funding at	10.18% (NACQ)						
Amount	90,000,000						
Drawdown date	30-Sep-18						
Drawdown 1	30,000,000	30-Sep-18					
Drawdown 2	30,000,000	28-Feb-19					
Drawdown 3	30,000,000	31-Jan-20					
Payment	Date	No of days	Interest	Draw	Capital	Repayment	Capital balance
	30-Sep-18			40,000,000			40,000,000.00
1	31-Dec-18	92	1,026,367.12		0.00	1,026,367.12	40,000,000.00
2	28-Feb-19	59	658,213.70		0.00	658,213.70	40,000,000.00
	1-Mar-19			20,000,000			60,000,000.00
3	31-May-19	92	1,026,367.12		0.00	1,026,367.12	60,000,000.00
4	31-Aug-19	92	1,026,367.12		0.00	1,026,367.12	60,000,000.00
5	30-Nov-19	91	1,522,816.44		0.00	1,522,816.44	60,000,000.00
6	29-Feb-20	91	1,522,816.44		0.00	1,522,816.44	60,000,000.00
	1-Mar-20			30,000,000			90,000,000.00
7	31-May-20	91	2,284,224.66		1,631,270.14	3,915,494.80	88,368,729.86
8	31-Aug-20	92	2,267,468.98		1,648,025.82	3,915,494.80	86,720,704.04
9	30-Nov-20	91	2,200,995.23		1,714,499.57	3,915,494.80	85,006,204.47
10	28-Feb-21	90	2,133,772.18		1,781,722.62	3,915,494.80	83,224,481.85
11	31-May-21	92	2,135,471.80		1,780,023.00	3,915,494.80	81,444,458.85
12	31-Aug-21	92	2,089,797.87		1,825,696.92	3,915,494.80	79,618,761.93
13	30-Nov-21	91	2,020,745.99		1,894,748.81	3,915,494.80	77,724,013.13
14	28-Feb-22	90	1,950,979.20		1,964,515.60	3,915,494.80	75,759,497.53
15	31-May-22	92	1,943,926.44		1,971,568.36	3,915,494.80	73,787,929.17
16	31-Aug-22	92	1,893,337.61		2,022,157.18	3,915,494.80	71,765,771.99
17	30-Nov-22	91	1,821,434.95		2,094,059.84	3,915,494.80	69,671,712.14
18	28-Feb-23	90	1,748,855.42		2,166,639.38	3,915,494.80	67,505,072.76
19	31-May-23	92	1,732,124.68		2,183,370.11	3,915,494.80	65,321,702.65
20	31-Aug-23	92	1,676,101.20		2,239,393.60	3,915,494.80	63,082,309.05
21	30-Nov-23	91	1,601,046.29		2,314,448.51	3,915,494.80	60,767,860.54
22	29-Feb-24	91	1,542,304.95		2,373,189.85	3,915,494.80	58,394,670.69
23	31-May-24	92	1,498,359.25		2,417,135.54	3,915,494.80	55,977,535.15
24	31-Aug-24	92	1,436,337.54		2,479,157.25	3,915,494.80	53,498,377.90
25	30-Nov-24	91	1,357,803.49		2,557,691.31	3,915,494.80	50,940,686.59
26	28-Feb-25	90	1,278,681.02		2,636,813.78	3,915,494.80	48,303,872.81
27	31-May-25	92	1,239,437.67		2,676,057.12	3,915,494.80	45,627,815.68
28	31-Aug-25	92	1,170,772.25		2,744,722.55	3,915,494.80	42,883,093.13
29	30-Nov-25	91	1,088,384.65		2,827,110.14	3,915,494.80	40,055,982.99
30	28-Feb-26	90	1,005,460.04		2,910,034.75	3,915,494.80	37,145,948.24
31	31-May-26	92	953,134.50		2,962,360.30	3,915,494.80	34,183,587.94
32	31-Aug-26	92	877,122.77		3,038,372.03	3,915,494.80	31,145,215.91
33	30-Nov-26	91	790,474.11		3,125,020.68	3,915,494.80	28,020,195.23
34	28-Feb-27	90	703,345.28		3,212,149.51	3,915,494.80	24,808,045.72
35	31-May-27	92	636,554.06		3,278,940.73	3,915,494.80	21,529,104.98
36	31-Aug-27	92	552,419.14		3,363,075.66	3,915,494.80	18,166,029.32
37	30-Nov-27	91	461,058.80		3,454,436.00	3,915,494.80	14,711,593.33
38	29-Feb-28	91	373,384.27		3,542,110.53	3,915,494.80	11,169,482.80
39	31-May-28	92	286,599.75		3,628,895.05	3,915,494.80	7,540,587.75
40	31-Aug-28	92	193,485.28		3,722,009.51	3,915,494.80	3,818,578.24
41	30-Nov-28	91	96,916.56		3,818,578.24	3,915,494.80	0.00
			53,825,265.85		90,000,000.00	143,825,265.85	