

11 193

LOAN AGREEMENT

in respect of

VREDE WATER NETWORK

entered into by and between

VREDE/THEMBALIHLE TRANSITIONAL LOCAL COUNCIL

and

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED


 Lem
Mr. A.
E. M. ...
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[Handwritten signature]
AM A
Magwane
ASH

SUMMARY

1. LOAN AMOUNT : R1 520 000
2. LOAN PERIOD : 20 years
3. INTEREST : 17 per centum nominal, per annum.
4. GRACE PERIOD FOR CAPITAL REPAYMENT : 1 year
5. CAPITAL REPAYMENT : 38 equal six-monthly instalments, commencing on the last day of the 3rd Half-year after the Half-year during which the first disbursement was advanced to the Borrower.
6. PAYMENT OF INTEREST : Interest on the amount outstanding shall be compounded six-monthly and payable at the end of each Half-year.
7. PROJECT FILE NO. : FS 11193


Mr A. K. Ram
ERAM
assh

MEMORANDUM OF LOAN AGREEMENT

in respect of

VREDE WATER NETWORK

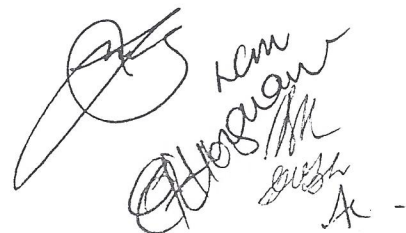
entered into by and between

VREDE/THEMBALIHLE TRANSITIONAL LOCAL COUNCIL

and

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

In fulfillment of the role of the Development Bank of Southern Africa Limited to support development in Southern Africa, it is hereby agreed as follows:



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1. DEFINITIONS AND HEADINGS

1.1 In this agreement, unless the contrary appears from the context, the following words have the meanings as stated -

1.1.1 "Borrower" Vrede/Thembalihle Transitional Local Council;

1.1.2 "DBSA" the Development Bank of Southern Africa Limited, reconstituted and incorporated in terms of Section 2 of the Development Bank of Southern Africa Act No. 13 of 1997;

1.1.3 "Parties" the Borrower and DBSA;

1.1.4 "Project" Vrede Water Network, as described in more detail in Annexure A attached hereto;

1.1.5 "Loan" the financing granted to the Borrower in terms of clause 3;

1.1.6 "On-Lending" the transfer of any amounts by the Borrower to third parties out of the proceeds of the Loan, excluding payments for the procurement of goods and services;

1.1.7 "Project Agent" a person nominated in writing by the Borrower to act on its behalf in respect of the Project;

1.1.8 "Half-year" from the first day of April to the 30th day of September and/or from the first day of October to the 31st day of March during the next calendar year.

1.2 Headings to the clauses of this agreement, the table of contents and summary are for reference purposes only and do not form part of this agreement.

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 KEM
 @1108/01/01/2011
 J. K.

2. PROJECT CO-OPERATION

2.1 To ensure that the purposes of the Loan are accomplished the Parties shall:

2.1.1 periodically and at the request of either Party:

2.1.1.1 exchange views with regard to the progress of the Project, the benefits derived therefrom and the performance of their respective obligations under this agreement as well as other matters relating to the purposes of the Loan; and

2.1.1.2 furnish each other with all such information as may be reasonably requested with regard to the progress of the Project, the benefits derived therefrom and the general status of the Loan;

2.1.2 promptly inform each other of any fact which interferes with, or threatens to interfere with, the progress of the Project, the accomplishment of the purposes of the Loan, any related matter, and in particular the performance by either Party of its obligations under this agreement;

2.1.3 jointly determine the technical, financial and organisational requirements in respect of planning, management and control of the Project in order to ensure the efficient and effective execution and maintenance of the Project and related matters; and

2.1.4 jointly determine the criteria to be taken into consideration when awarding contracts for items and services to be financed by the Loan, bearing in mind that preference shall be given to the involvement of natural persons and bodies corporate respectively resident and registered in South Africa.

2.2 The Borrower shall:

2.2.1 grant representatives of DBSA the opportunities reasonably necessary to visit any relevant area for purposes related to the Loan;

2.2.2 in addition to the amount made available in terms of this agreement, be responsible for the provision of all other funds necessary for the successful

Handwritten signature and initials in black ink, including the name 'Kenny' and the number '24100'.

execution of the Project as set out in Annexure B, including funds to be supplied by third parties as reflected in that Annexure;

2.2.3 be responsible for the management and maintenance of work carried out within the context of the Project, provided that DBSA shall be consulted in this regard when reasonably necessary;

2.2.4 with regard to the procurement of goods and services for the Project, in consultation with DBSA, invite participation in tender or quotation procedures on equal terms from natural persons and bodies corporate respectively resident and registered in South Africa and, unless otherwise agreed to by the Parties, follow the following procedures in respect of tenders and quotations:

2.2.4.1 tender documents or invitations for quotations shall be drawn up in consultation with DBSA's project team and ratified by DBSA;

2.2.4.2 the tenders and quotations shall be invited and, after completion of the steps described in clause 2.2.4.4, adjudicated by the Tender Board, or other responsible body, of the Borrower;

2.2.4.3 open tenders shall be open to all interested parties falling within the description contained in clause 2.2.4, and it shall not necessarily be a pre-requisite that the tenderer be a member of any particular association;

2.2.4.4 after consultation with and formal ratification by DBSA, the evaluation and recommendation for appointment of a tenderer shall be submitted to the Borrower's Tender Board or other responsible body by the Project Agent. If this recommendation, in part or whole is not acceptable to the Borrower's Tender Board or other responsible body, that Board or body may make amendments, but such amendments may be implemented only after ratification by DBSA; and

2.2.4.5 strict tender procedures shall be adhered to. Where deemed necessary advice and support on possible improvements will be forthcoming from DBSA;

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- 2.2.5 ensure that contractors to whom contracts are awarded are insured and remain insured in terms of contractors-all-risk-insurance policies acceptable to DBSA;
- 2.2.6 insure and keep insured at the replacement value thereof, such of its interests in the Project against such risks as may be agreed upon by the Parties;
- 2.2.7 maintain or cause to be maintained records adequate to identify the operations carried out by means of the Loan and furnish DBSA with all such information (e.g. progress reports) concerning the implementation of the Project;
- 2.2.8 submit a statement reasonably acceptable to DBSA, certified on behalf of the Borrower, reflecting the expenditure incurred against goods and services financed in respect of the Project, within 6 (six) months after the end of each financial year of the Borrower during which a drawing is made on the Loan;
- 2.2.9 apply the Loan in accordance with Annexure B;
- 2.2.10 require each contractor to whom a contract is awarded to furnish a performance guarantee acceptable to DBSA, in terms whereof the completion of such contract is guaranteed; and
- 2.2.11 preserve all documents and accounting records pertaining to the Project up to the expiry of a period of 3 (three) years after completion of the Project, and shall allow DBSA at DBSA's cost at any reasonable time to have such documents and records audited by a person or persons nominated by DBSA.
- 2.3 Where the Parties agree that the appointment of consultants or the revision of the brief of appointed consultants is necessary, the following procedures shall be followed unless otherwise agreed to by the Parties:
- 2.3.1 Before the formal appointment of any consultant for the Project it will be necessary for the Borrower, in the person of the Project Agent and his/her supporting staff, and with the approval of DBSA, to formulate the terms of reference required for such consultant. Particular attention should be given to the following:
- a precise statement of the objectives for the assignment;

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 - The name "S. M. M. M." written horizontally.
 - The name "S. M. M. M." written horizontally.
 - The name "S. M. M. M." written horizontally.

- the scope and timing of the required services;
- the inputs to be provided by the Borrower;
- particulars of the outputs (that is reports, drawings, etc.) required of the consultants; and
- identification of a specific person who will be responsible, in the case where the consultant is a firm or a company.

2.3.2 The Borrower will then prepare a short list of capable consultants to be approved by DBSA, utilising the following criteria:

- past experience with similar projects;
- knowledge of local conditions;
- abilities and qualifications;
- membership of professional institutions;
- curriculum vitae of key personnel in the local office in the territory of the Borrower or other office of the consultant from where the work will be carried out.

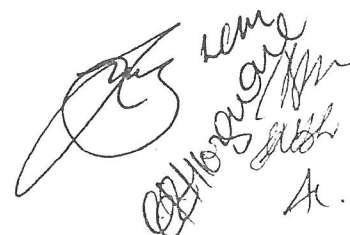
2.3.3 DBSA's information on capable consultants will be made available to the Borrower for this purpose.

2.3.4 The short list shall include a cost estimate of the services to be provided.

2.3.5 The Borrower will then appoint one of the consultants from the short list, subject to the approval of DBSA.

2.3.6 Should arrangements be made to the effect that DBSA will provide funds to remunerate any consultant, such consultant shall not be appointed without the prior written consent of DBSA.

2.4 DBSA shall use its best endeavours to make technical assistance available to the Borrower within the limits of its resources and upon such terms and conditions as agreed to by the Parties when and if the need for such assistance is identified by the Parties in terms of the provisions of clause 2.1.3 supra.

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3. THE LOAN

- 3.1 DBSA shall lend to the Borrower on the terms and conditions set forth in this agreement an amount not exceeding in aggregate R1 520 000 (one million five hundred and twenty thousand Rand) at the rate of interest set forth in clause 4 hereunder.
- 3.2 The Loan shall be utilised exclusively for the purpose of the Project as set out in Annexure A, and the Borrower shall ensure that any provisions contained in Annexure A are complied with.
- 3.3 DBSA shall pay the Loan proceeds to and on the order of the Borrower in such disbursements and on such terms and conditions as set forth in Annexure B attached hereto.
- 3.4 The Borrower shall furnish DBSA with particulars regarding officials authorised to apply for withdrawals on its behalf.
- 3.5 The capital amount of the Loan shall be repaid in 38 (thirty-eight) equal six-monthly instalments commencing at the end of the 3rd (third) Half-year after the Half-year during which the first advance was made to the Borrower from the proceeds of the Loan, and thereafter at the end of each succeeding Half-year until the Loan together with interest thereon shall be fully repaid; provided that the Borrower may, with 1 (one) month written notice to DBSA, make repayments in excess of the abovementioned or repay the full amount outstanding. An instalment shall be a fixed amount, determined as at the outset of the 3rd (third) Half-year after the Half-year during which the first advance was made to the Borrower from the proceeds of the Loan, calculated as being sufficient to amortise the outstanding amount in 38 (thirty-eight) equal six-monthly payments. Should, at the outset of the said 3rd (third) Half-year, part of the Loan still not be drawn by the Borrower, the amount of instalments shall be adjusted as and when drawings take place, in order to achieve amortisation over the original period of the Loan.
- 3.6 The Borrower may by notice to DBSA cancel any undrawn portion(s) of the Loan provided that such cancellation shall not jeopardise the proper completion of the Project; it being understood that upon the giving of such notice the instalments referred to in clause 3.5 supra shall be reduced pro rata.


Lem
G. M. M. M.
A.

3.7 If DBSA reasonably concludes, after consultation with the Borrower, that any portion(s) of the Loan will not be required to finance the Project, DBSA may by notice to the Borrower terminate the right of the Borrower to make drawings in respect of such undrawn portion(s); it being understood that upon giving of such notice the instalments referred to in clause 3.5 supra shall be reduced pro rata.

3.8 If DBSA has not received a last claim for an advance under the Loan from the Borrower at the end of the 3rd (third) Half-year after the Half-year during which the first advance was made to the Borrower, DBSA may terminate further disbursements to the Borrower on 30 (thirty) days written notice to the Borrower unless DBSA, after consideration of the reasons for the delay, has determined a later date for the purposes of this sub-clause. DBSA shall only consider an extension on receipt of a written request from the Borrower and shall notify the Borrower of its decision. A claim shall not be regarded as having been received if it is defective to such an extent that DBSA would not be obliged to make an advance in terms thereof.

4. INTEREST

4.1 The Loan shall bear interest on the amount from time to time outstanding at a nominal fixed rate of 17% (seventeen per centum) per annum.

4.2 Interest on the amount from time to time outstanding shall be compounded 6 (six) monthly and payable at the end of each Half-year. Payment shall commence on the last day of the Half-year after the Half-year during which the first disbursement was advanced to the Borrower from the proceeds of the Loan.

5. COMMITMENT FEE

The DBSA shall charge a commitment fee of 0,5% (nought comma five per centum) per annum on all the undisbursed portion(s) of the Loan effective 3 (three) months from the date of the last signature of the Loan Agreement. Payment shall be made on the same terms and conditions as the other amounts due in terms of this Agreement.

6. LATE PAYMENT FEE

6.1 The Borrower shall be liable to the DBSA for the payment of penalty interest on all amounts payable, yet unpaid, in terms of this Agreement should the Borrower:-

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 LEM
 @Mongwan
 JMK
 DBSA
 AC.

6.1.1 fail to pay on the due date any amount owing or which may become owing to the DBSA in terms of this Agreement; or

6.1.2 with the DBSA's written agreement defer the payment of any amount so owing.

6.2 Penalty interest shall be calculated with regard to the actual period during which the amount payable remained unpaid at the ruling prime interest rate charged by Standard Corporate Merchant Bank, Sandton, South Africa on its overdraft accounts from time to time. Penalty interest shall be compounded six-monthly and payable on demand.

7. PAYMENTS

7.1 All payments to or by the Parties under this agreement shall be effected in South African Rands.

7.2 All payments under this agreement to the Borrower shall be effected to the credit of such banking account(s) of the Borrower as the Borrower may from time to time direct, in writing.

7.3 All payments under this agreement to DBSA shall be effected to the credit of such banking account(s) of DBSA as DBSA may from time to time direct, in writing.

7.4 Payments in terms of this agreement shall be effected without deduction for and free from any taxes, charges, fees or other costs whatsoever.

7.5 Whenever any payment falls due on a Saturday, Sunday or Public Holiday under the laws to which either of the Parties are subject, such payment shall be made on the next succeeding business day.

8. ON-LENDING

No On-Lending shall be effected unless provided for in Annexure A.

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 Below it, the name "Kern" is written.
 To the right, the name "G. M. M. van der Merwe" is written vertically.
 Below that, the initials "ASH" and "A." are written.

9. ACCELERATION OF MATURITY AND IMPROBABILITY OF PERFORMANCE

Should DBSA, after consultation with the Borrower, be able to show that the Borrower will probably not be in a position to perform its financial obligations in terms of this agreement, then DBSA may, after giving the Borrower 30 (thirty) days notice of its intention to do so, demand immediate repayment of all amounts owing by the Borrower in terms of this agreement.

10 SUSPENSION AND TERMINATION

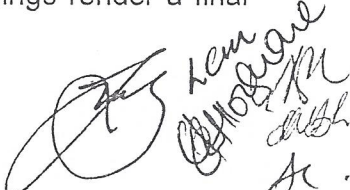
- 10.1 DBSA shall be entitled to suspend withdrawals from the Loan or to terminate this agreement, in the event and for so long as the Borrower fails to comply with any provision of this agreement after having given the Borrower 30 (thirty) days written notice to comply with any provision of this agreement and the Borrower thereafter continuing thus to remain in default, in which latter event the full amount owing will become payable.
- 10.2 The Borrower shall be entitled to terminate this agreement after having given DBSA 30 (thirty) days written notice to comply with any provision of this agreement and DBSA thereafter continuing to remain in default, in which event repayments shall be effected over the same period and at the same interest rate as referred to in clauses 3.5 and 4.1 above respectively, in instalments reduced to the extent that the Loan amount has not been taken up in full but subject to the Borrower's rights to make payments in excess of such instalments or to repay the full amount outstanding as provided for in clause 3.5.
- 10.3 If any suspensive condition contained herein has not been fulfilled on expiry of the last day of the fifth month after the month during which the agreement has been concluded, then this agreement and all obligations of the Parties shall terminate, unless DBSA after consideration of the reasons for the delay, has determined a later date for the purposes of this sub-clause. DBSA shall only consider an extension on receipt of a written request from the Borrower and shall notify the Borrower of its decision.
- 10.4 If DBSA has not received a first claim for an advance under the Loan from the Borrower on expiry of the last day of the fifth month after the month during which this agreement has been concluded, then this agreement and all obligations of the Parties shall terminate, unless DBSA, after consideration of the reasons for the delay, has determined a later date for the purposes of this sub-clause. DBSA shall only consider an extension on receipt of a

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 L. van...
 M...
 A...

written request from the Borrower and shall notify the Borrower of its decision. A claim shall not be regarded as having been received if it is defective to such an extent that DBSA would not be obliged to make an advance in terms thereof.

11. ARBITRATION

- 11.1 Any dispute arising out of or relating to this agreement concerning the interpretation of the terms and conditions of this agreement or of compliance by any Party with the terms or conditions of this agreement which is not resolved amicably through consultations or negotiations shall, subject to the other provisions of this clause, be settled by arbitration in terms of the Arbitration Act No. 42 of 1965, as amended from time to time; provided that a claim by DBSA for the repayment of any monies due under the loan agreement shall not be regarded as a dispute for the purpose of this clause and neither Party shall therefore be obliged to refer such a claim to arbitration.
- 11.2 In case of arbitration a tribunal shall be composed of one arbitrator who shall be appointed by the Parties by agreement or failing such agreement, by the chairperson of the association of Arbitrators, who shall, in appointing such arbitrator, have regard to the qualifications and experience of the appointee in relation to the nature of the dispute over which he or she has to adjudicate. In case the arbitrator resigns or becomes unable to act, a successor shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of his or her predecessor.
- 11.3 The arbitration shall be held at the place and in accordance with whatever procedures the arbitrator considers appropriate. In particular, the arbitrator, may, if he or she deems appropriate, conduct the arbitration in an informal and summary manner and without requiring pleadings or discovery of documents and without observing the rules of evidence. The proceedings shall be confidential and neither the Parties nor the arbitrator shall disclose to third Parties any information regarding the proceedings, the award, or settlement terms unless the parties otherwise agree in writing.
- 11.4 After the institution of arbitration proceedings the tribunal may proceed with the arbitration notwithstanding any failure, neglect or refusal of either Party to comply with the provisions hereof or to take part or to continue to take part in the arbitration proceedings. The arbitrator shall within 30 (thirty) days of the termination of the proceedings render a final

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and binding written award including interest and costs, without furnishing reasons unless otherwise agreed by the Parties in writing.

11.5 The provisions of this clause may be invoked by any Party by delivering to the other party a demand, in writing, that an arbitrator be appointed to adjudicate in respect of a specified dispute.

12. GENERAL

12.1 Any notice or request to be given or made in terms of this agreement shall be in writing and shall be deemed to have been duly given or made when in the case of DBSA, addressed to the Executive Manager and received at:

Physical address: Development Bank of Southern Africa Limited
Headway Hill
MIDRAND
SOUTH AFRICA; or

Postal address: P O Box 1234
HALFWAY HOUSE
1685; or

Telex number: 4-25546
SOUTH AFRICA

Telefax number: 011-3133086

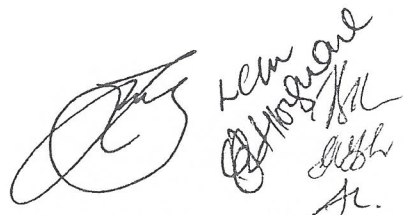
and in the case of the Borrower, when addressed to the Borrower and received at the following address:

Postal address: P O Box 155
VREDE
9835; or

Telefax number: (058) 913 2317

Either of the Parties shall be entitled to change the abovementioned addresses by giving notice to such effect by registered post.

12.2 No amendment of, or addition to this agreement shall be valid unless the same has been reduced to writing and signed by or on behalf of the Parties, with the understanding that Annexures A and B hereto can be changed by agreement reached through correspondence.



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12.3 The non-enforcement of any provision of this agreement or any indulgence which either Party may grant to the other Party shall be without prejudice to the rights of such first-mentioned Party to insist upon strict compliance by such other Party with all the provisions of this agreement or to enforce its right in respect of which such indulgence was granted.

12.4 This contains the entire agreement between the Parties and no representations, warranties, undertakings or promises of whatever nature which may have been made by any of the Parties, their agents or employees, other than those herein contained, shall be binding or enforceable against them.

13. YEAR 2000 COMPLIANCE

The Borrower shall provide the DBSA with proof that it is either already compliant with the year 2000 changeover or that it has put steps in place to ensure such compliance.

14. PROJECT NOTICE BOARDS

The Borrower shall, at its own cost, ensure that, immediately upon commencement of construction/building operations, contemplated by this Agreement, if it is decided to erect a project notice board(s), the said board(s) shall clearly advertise the fact that such construction/building operations, have been financed by the DBSA

15. SUSPENSIVE CONDITIONS

The operation of this agreement is subject to the Borrower furnishing DBSA with documentary proof from the Free State Provincial Government that the project's implementation does not require authorisation in terms of the applicable environmental legislation.

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16. FURTHER TERMS AND CONDITIONS

- 16.1 The Borrower undertakes not to enter into any further debt obligations without consulting and obtaining the written consent of the DBSA.

- 16.2 The Borrower undertakes to provide the DBSA with its audited annual financial statements within six (6) months from the end of each financial year, for the entire duration of the loan.

- 16.3 The parties have acknowledged and agreed that this project will have the effect of putting additional strain on the existing water storage and sewage treatment facilities. The Borrower therefore undertakes to construct additional water storage facility and to upgrade its sewage treatment works.



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THUS DONE AND SIGNED AT VREDE ON THE 17 DAY OF DECEMBER 19 98

AS WITNESSES:

- 1. Albrett
- 2. Hongwane

M de la Aie
 FOR AND ON BEHALF OF THE
 BORROWER, DULY AUTHORISED
 THERETO IN TERMS OF ANNEXURE C
 ATTACHED HERETO

THUS DONE AND SIGNED AT MURAND ON THE 7th DAY OF January 19 99

AS WITNESSES:

- 1. Munindop
- 2. Hongwane

[Signature]
 FOR AND ON BEHALF OF THE DBSA,
 DULY AUTHORISED THERETO IN
 TERMS OF ANNEXURE D ATTACHED
 HERETO

PROJECT DESCRIPTION

1. PROJECT TITLE

Vrede/Thembalihle Water Network (11193)

2. PROJECT OBJECTIVE

To support the socio-economic development of the community of Vrede/Thembalihle by providing and increasing access to water supply thereby improving the quality of life of 6500 inhabitants in Thembalihle Extension 3.

3. PHYSICAL DESCRIPTION

3.1. NETWORK

Diameter	Pipe Material	Length
200mm	UPVC, class 6	600m
160mm	UPVC, class 6	100m
110mm	UPVC, class 6	380m
90mm	UPVC, class 6	550m
63mm	UPVC, class 6	7,150m
Total Length		8,780m

3.2 CONSUMER CONNECTIONS

1 350 consumer connections to each stand will be installed.

3.3. LABOUR AND TRAINING

The tender will make provision for labour intensive construction methods in areas identified for local labour intake e.g. trench excavations, bedding and backfilling and pipe laying. It is estimated that 40 people will be employed for a period of 8 months during construction, of which approximately 95% will be recruited from the local community. The employment of locals will be co-ordinated by the Project Steering Committee.

Local people will be trained on site in relation to activities associated with the project.

Training as part of the construction cost will be provided in pipe laying, construction

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 M
 ash
 Lm
 @10/8/2016
 K

administration and maintenance of facilities. On the successful completion of training, the employees will be issued with certificates of competence.

4. COST ESTIMATES

No.	Description	Estimated Cost (R)
1.	Design and construction of a new water reticulation for Thembalihle extension 3 (including contingencies and escalation).	1 300 000
2.	Professional fees, disbursements & Site supervision	220 000
TOTAL		1 520 000

5. DESIGN AND PRINCIPLES AND PARAMETERS

The design of the new infrastructure will follow good and sound engineering as contained in the applicable SABS design codes and specifications.

6. INSTITUTIONAL ARRANGEMENTS AND RESPONSIBILITIES

6.1. THE BORROWER (VREDE/THEMBALIHLE TRANSITIONAL COUNCIL SHALL:

- Ensure that the Project Steering Committee is established
- Compile the tender documentation in such a manner as to enable local small contractors to tender for specific tasks, such as installation of water meters and also maximum utilisation of local labour.
- Ensure that budgetary allocations are made annually for operational and maintenance purposes of assets created by this project.
- Ensure that all steps are taken to monitor and attain development impact indicators (Annexure V).

6.2. PROJECT STEERING COMMITTEE

6.2.1. The Project Steering Committee shall be constituted as follows :

INSTITUTION	MEMBERSHIP
Transitional Local Council	Permanent
Local Development Forum	Permanent
Appointed Contractor	Permanent
Appointed Consultant	Permanent
DBSA	Observer

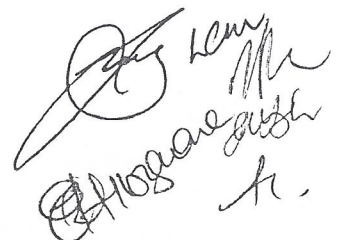
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6.2.2. Functions of the Project Steering Committee

- Monitor the implementation of the project
- To play a key role in the identification and employment of local labour.
- Encourage and promote community participation and also report back to affected communities.

6.2.3. Functions of DBSA as observer on the Project Steering Committee

- Monitor the implementation of the project to meet the agreed upon development objective.
- Monitor the adherence to agreed upon development principles and design criteria.
- Consider any changes to the approved project description or project costs necessitated by changing circumstances, on recommendation and approval of the Project Steering Committee.

 Henry
M. H. H. H. H. H.
H. H. H. H. H.
H.

APPLICATION AND SOURCE OF FUNDS STATEMENT

VREDE WATER NETWORK

(11/193/1/1)

Description	Total (R)	DBSA (R)	%	Borrower (R)	%	Other (R)	%
CONSTRUCTION	1,150,000	1,150,000	100.0	0	0.0	0	0.0
ESCALATION AND CONTINGENCIES	150,000	150,000	100.0	0	0.0	0	0.0
PROFESSIONAL FEES	220,000	220,000	100.0	0	0.0	0	0.0
Totals	1,520,000	1,520,000	100.0	0	0.0	0	0.0

Handwritten signatures and initials:
 Lem
 M
 H
 P
 P
 P

II. TERMS AND CONDITIONS OF DISBURSEMENT

Disbursement of each progress claim in respect of the amount financed by DBSA is to be effected as a ratio of actual cost of each item (for each phase) in accordance with the Application and Source of Funds Statement (Annexure B1), read together with the Project Description (Annexure A), to the maximum amount of R1 520 000. This is subject to submission to DBSA of fully documented proof of expenditure(s) by the Borrower to supplier(s), consultant(s) and/or contractor(s), of actual claims (or in-house expenses incurred), as approved by the Borrower or its authorised representative. Each progress claim is to be in the itemised format as depicted in Annexure B1.

Handwritten signature and text:
Lem
Mr
Mr
K.

AUTHORISATION - BORROWER

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]



**PLAASLIKE OORGANGSRAAD
TRANSITIONAL LOCAL COUNCIL**

VREDE/THEMBALIHLE

✉ 155
VREDE 9835

☎ (0174) 32317

☎ (0174) 31222/3/8

Verw
Ref 6/4/2/2/7

Navrae ACTING TOWN
Enquiries CLERK

ANNEXURE "C"

**PRECIS OF THE MINUTES OF THE MEETING OF THE TRANSITIONAL
LOCAL COUNCIL HELD ON 8 DECEMBER 1998**

ATTENDENCE REGISTER:

Cllr B. A. Radebe
Cllr Z. D. Modise
Cllr G. C. Mokhoanatsi
Cllr C. B. Nhlapo
Cllr L. J. Jaquire
Cllr P. S. Bergh
Cllr W. Kros

PERSONNEL/PERSONEEL

I.V Tshabalala (Acting Town Clerk)
P.J Scheepers (Town Tresurer)

COUNCIL'S RESOLUTION

ITEM K/550

6/4/2/2/7

D.B.S.A LOAN: WATER NETWORK EXTENSION 3- DRAFT LOAN AGREEMENT

Resolved that:

1. The Mayor and the Town Clerk be authorised to sign the agreement on behalf of the TLC.

The undersigned certifies that the above precis is a true copy of the minutes held on 8 December 1998.

I.V. Tshabalala
.....
I.V. TSHABALALA
ACTING TOWN CLERK

B.A. Raडेbe
.....
B.A. RADEBE
MAYOR

17 DECEMBER 1998
.....
DATE

AUTHORISATIONDEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**IAN ANDREW GOLDIN**

in his capacity as Chief Executive of the Development Bank of Southern Africa, in terms of authority delegated to the incumbent of his post by the Board of Directors of the Development Bank of Southern Africa on 19 September 1985, determined on 04 August 1998 that:

IAN ANDREW GOLDIN

in his capacity as Chief Executive

OR

JACOB HENRY DE VILLIERS BOTHA

OR

MANDLA SIZWE GANTSHO

in their capacity as Executive Managers

OR

PULE LESAILANE MOKHOBO

in his capacity as Manager: Legal Services

OR

JOHN PATRICK BARTON-BRIDGES

OR

CHRISTINA JOANNA GOLINO

OR

CHRISTIAAN STEPHANUS HEYMANS

OR

BANE MOEKETSI MALEKE

OR

MAGARE LUTHER MASHABA

OR

FAZAL MEHMOOD SAIB

Handwritten signatures and initials:
 M. S. Gantsho
 J. H. de Villiers Botha
 P. Lesailane Mokhobo
 J. P. Barton-Bridges
 C. J. Golino
 C. S. Heymans
 B. M. Maleke
 M. Luther Mashaba
 F. M. Saib

OR

JENNIFER DAPHNE TYOBEKA

OR

DENNIS MDUDUZI ZIMU

in their capacity as Managers: Business Units (DSP Related)

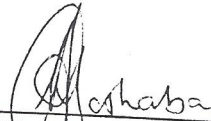
be authorised for and on behalf of the Development Bank of Southern Africa to enter into agreements in terms whereof money is:-

1. lent, or
2. granted for the purpose of technical assistance,

and to perform all acts and sign all documents that may be necessary for the purpose

30/10/98

DATE



LEGAL SERVICES BUSINESS UNIT

