

FORM OF REQUEST FOR DISBURSEMENT OF THE FACILITY

23 January 2017

The General Manager:
Development Bank of Southern Africa
P.O. Box 1234
Halfway House
MIDRAND
1685

Dear Mr. Chucheka Mhlongo

Disbursement Request No. 2

DBSA Project/Programme No. 12007977

1. Please refer to the Facility Agreement dated 30 March 2016 between the Overstrand Local Municipality (the "**Borrower**") and the Development Bank of Southern Africa Limited ("**DBSA**"). Terms defined in the Facility Agreement have their defined meanings whenever used in this request.
2. The Borrower irrevocably requests the Disbursement on or before 28 February 2017 (or as soon as practicable thereafter) of the aggregate amount of R30 000,000.00 [*Thirty Million Rand*] under the Facility (the "**Disbursement**"). You are kindly requested to pay such amount to the account of the Borrower ABSA Bank, Account No. 32-2000-0035, Branch Code 334812.
3. The Borrower further certifies to the best of its knowledge (after due enquiry) as follows:
 - 3.1 the representation and warranties made in the Facility Agreement are true on the date of this request and will be true on the date of Disbursement with the same effect as if such representations and warranties had been made on and as of each such date except as set forth on the certificate accompanying this request;
 - 3.2 the Borrower is not aware (after due enquiry) that any Potential Event of Default or Event of Default has occurred, is continuing or about to occur;
 - 3.3 since the date of the Facility Agreement no changes in the Project/Programme or in the financial condition of the Borrower has occurred and no other circumstance has arisen which has or is reasonably likely to have a Material Adverse Effect;
 - 3.4 the proceeds of the Disbursement are at the date of this request required by the Borrower exclusively for the purposes of the Project/Programme;

- 3.5 after receipt of the Disbursement the Borrower will not be in violation of:
- 3.5.1 any provision contained in any document to which the Borrower is a Party or by which the Borrower is bound; or
- 3.5.2 any law, rule or regulation, directly or indirectly limiting or otherwise restricting the Borrower's borrowing power or authority or its ability to borrow.
4. The above certifications are effective as at the date of this Disbursement Request and shall continue to be effective as of the date of the Disbursement. If any of these certifications is no longer valid as of or prior to the date of the requested Disbursement, the Borrower undertakes to promptly notify the DBSA unless it is not aware of the same (after due enquiry).

Yours faithfully


Municipal Manager

Name: C C Groenewald

OVERSTRAND MUNICIPALITY

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