



Term Loan Commercial Terms Outside the National Credit Act No 34 of 2005

Confidential

These Commercial Terms are to be read with the accompanying Standard Terms and our Business Client Agreement (BCA). Together these documents form the Agreement.

Borrower **KNYSNA MUNICIPALITY, 2 QUEEN STREET, KNYSNA, 6571**
Loan amount **R 58 792 445.00**
Loan account **3057976124**
Interest rate **Fixed 11.13% per annum.**

ANNEXURE TO BE SIGNED TOGETHER WITH CONTRACT

Repayment Instalments **First Instalment: R 4 678 882.45**
Final instalment: R 6 262 815.36
Date of first instalment: 30/06/2023
Instalment frequency: half-yearly

Final Repayment Date **31/12/2032**

Penalty Interest Rate **8.00% above the Prime Rate.**
Fees

New Security Required **There is no New Security required.**

Existing Security **There is no Existing Security.**

Special Conditions **Capital and interest to be repaid bi-annually.**
Municipal council resolution signed by the mayor in line with Section 46 of the Municipal Finance Management Act 56 of 2003 approving the loan to be obtained prior to signing of loan agreement.
Tenor of loans not to exceed the useful lifespan of the assets being funded. Absa to rank pari passu to all other funders.
Written confirmation from MM that comments or representation from National Treasury and Western Cape Provincial Treasury in accordance with Section 46 (3) (a) (ii) of the Municipal Finance Management Act 56 of 2003 has been obtained prior to pay-out of the loan.
Municipal Manager to sign all contracts.
Approval to be valid until end Feb 2023. Necessary PEC approval to be obtained if rates are not within minimum margins.
Convenants
Debtors' collection rate of > 85% (met).
Net cash flow from operations to interest bearing debt not to deteriorate below 50% (breached).

Conditions Precedent The Commercial Terms signed by the parties:
There are no Conditions Precedent.

Bank's address for notices Absa Towers West, 15 Troye Street, Johannesburg, 2001

Signed at KNYSNA on 22 - FEBRUARY - 2025

For: Absa Bank Limited

Duly authorised

[Signature]
Signature

SITHI PHENOLA
Name in full

RELATIONSHIP EXECUTIVE
Capacity

Employee number: 55020663

Signed at Knysna on 22-02-23

For: KNYSNA MUNICIPALITY

[Signature]
Duly authorised

Ombali Sebola
Name

MUNICIPAL MANAGER
Capacity

Duly authorised

Name

Capacity

[Initials]
Initial

Term Loan Standard Terms Outside the National Credit Act No 34 of 2005

In this Agreement, Absa Bank Limited is referred to as 'we' or 'us' and the borrower is referred to as 'Borrower' or 'you'. Expressions with a capital letter refer to the same expression in the Commercial Terms and these Standard Terms.

1 Definitions

In this

Agreement:

Absa Group means Absa Group Limited and any of its subsidiaries;

Limited

Event of Default means any one of the events mentioned in Clause 13 (Events of Default);

Finance means the term loan Commercial and Standard Terms, any security documents, the BCA and any other

Documents document which you and we decide;

Interest Period means monthly;

Loan Account means the account to which Repayment Instalments are paid and amounts referred to the Commercial Terms are debited;

Loan means the total capital, interest and fees outstanding under the term loan;

Prime Rate means the Bank's publicly quoted prime lending rate of interest which varies from time to time;

Material Adverse means in the reasonable opinion of the Bank, a material adverse effect on:

Effect

- a) the business, operation, property, condition (financial or otherwise) or prospects of the Borrower or any provider of Security;
- b) the ability of any Obligor to perform any of its obligations under the Finance Documents; or
- c) the validity or enforceability of any Finance Documents or the rights or remedies of the Bank under the Finance Documents.

Reputation Risk means any act, matter, event which results in, or could, in our reasonable opinion result in damage to the reputation of any part of the Absa Group Limited;

Event means any Security provided to us;

Security means any document creating Security in our favour; and

Security

Document means the date of the signature of the party last signing the Commercial Terms.

Signature Date

2 Loan

2.1 We agree to lend and you agree to borrow the Loan Amount as set out in this Agreement.

2.2 We shall credit the account indicated in your application with the Loan Amount when you have satisfied in form and substance satisfactory to us the Conditions Precedent and any New Security required is in place.


3 Purpose

3.1 You shall use the Loan Amount for the purpose you declared when you applied for it.

4 Conditions Precedent

4.1 Each Condition Precedent is for our sole benefit and we may by written notice to you waive or defer fulfilment of any Condition Precedent, in whole or in part, or subject to any other condition we may decide.

5 Security


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- 5.1 If it is a condition of this Agreement that you provide Security, it must be registered (if required) or in place before we credit the Loan Amount to your account.
- 5.2 If we require Security, you agree not to allow anyone else to acquire an interest in it.
- 5.3 We may at any time require any asset subject to the Security to be professionally valued at your expense.
- 5.4 If an asset that you have ceded to us by way of Security is or will be appropriated by a public authority or otherwise suffers or is likely to suffer a material diminution in sale value, you agree to provide us with alternative or additional security reasonably acceptable to us having regard to the balance outstanding of the Loan within 3 (three) months after we deliver to you written notice requiring additional or alternate security.

6 Repayment

- 6.1 Your Repayment Instalment comprises a capital repayment of the Loan Amount, interest and Fees and any other sums due to us under this Agreement. You may pay the Repayment Instalments in cash, by electronic funds transfer (EFT) or by debit order.
- 6.2 You will repay the Loan in South African Rand.
- 6.3 We may adjust the amount of the Repayment Instalment by prior written notice to you to ensure that you repay the Loan by the Final Repayment Date.
- 6.4 You may not redraw any part of the Loan Amount unless you have a Flexi Reserve Facility.
- 6.5 You are not permitted to deduct or withhold any amounts from the Repayment Instalments.

7 Prepayment and Paying off your Loan Early

Voluntary Prepayment

- 7.1 When 90 (ninety) days have elapsed after we have credited your account with the Loan Amount, you may, on 90 (ninety) days' prior written notice to us, pay off all or part of the Loan early.
- 7.2 If you pay off part of the Loan early, we will recalculate and reduce your Repayment Instalment over the remaining term of this Agreement unless you tell us in writing that you want to maintain the amount of your Repayment Instalment.
- 7.3 If you want to repay the whole of your Loan early, you shall inform us of the date upon which you wish to repay the Loan and we will inform you of the amount required to repay the Loan on that date including any Early Repayment Fee specified in the Commercial Terms.

Mandatory Prepayment

- 7.4 We may require you to pay off the Loan early by giving you 20 (twenty) working days' written notice if:
 - we become or are likely to become subject to a law that does not allow us to provide credit to you;
 - as a member of the Absa Group Limited our operation of controls and safeguards relating to international sanctions, the detection and prevention of financial crime and prohibited business activity both within and outside South Africa prevent us, on reasonable grounds, from continuing to provide credit to you; or
 - a Reputation Risk Event has occurred, in which case:
- 7.5 We shall promptly notify you when we become aware of it:
 - the Loan will be immediately cancelled; and
 - you shall repay the Loan on the day stated by us in the notice delivered to you.

8 Payments

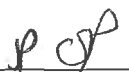
We will apply sums received to repay the Loan in the following order:

- 8.1 costs or expenses to which we are entitled;
- 8.2 fees, interest, and
- 8.3 to repay the Loan Amount.
- 8.4 We may, at our discretion, debit any sums due from you under this Agreement to any account you have with us.

9 FlexiReserve Facility

If we have granted you a FlexiReserve Facility with this Loan, then the provisions of this clause 9 shall apply.

- 9.1 The FlexiReserve Facility will be available for the period of the Loan.


Initial

- 9.2 You may withdraw after making a request to us from the Loan Account all amounts paid by you in excess of the Repayment Instalments.
- 9.3 We will not pay interest on any amounts that you pay to the Loan Account in excess of the Repayment Instalments.
- 9.4 If an Event of Default occurs, we are entitled to cancel the FlexiReserve Facility immediately. We are otherwise entitled to withdraw the FlexiReserve Facility at any time during this Agreement by giving you 10 (ten) business days' notice.
- 9.5 You will pay the FlexiReserve Fee indicated in the Commercial Terms.

10 Interest

- 10.1 You agree to pay interest at the rate stated in the Commercial Terms.
- 10.2 You agree to pay interest at the Interest Rate calculated on the balance outstanding of your Loan each day and added to the outstanding balance of your Loan monthly in arrears.
- 10.3 If your Interest Rate is variable, it will change in line with changes in our Prime Rate. We will notify you in writing of the change to your Repayment Instalment within 30 (thirty) days after the change takes effect.
- 10.4 You agree to pay interest at the penalty rate (Penalty Interest Rate) indicated in the Commercial Terms calculated on all sums overdue under this Agreement each day and added to the outstanding balance of your Loan monthly in arrears, with the Penalty Interest continuing to be charged while the sums are overdue for payment before demand is made.

11 Fees

- 11.1 You will pay the Fees (plus any VAT payable on such fees) to us, as specified in the Commercial Terms. Unless you inform us of your intention to pay the Fees, we will debit the Fees to your Loan Account.

12 Representations and Warranties


You represent and warrant at all times that:

- 12.1 you have taken all necessary actions to authorise the execution of this Agreement;
- 12.2 you have full power and authorisation to comply with your obligations in terms of this Agreement;
- 12.3 the terms of this Agreement do not conflict with and do not breach the terms of any other agreement or undertaking that is binding on you;
- 12.4 all the information that you give us in connection with this Agreement is in all aspects true, complete and accurate;
- 12.5 you are not aware of any facts or circumstances not disclosed to us and which, if made known, could have negatively affected our decision to grant you the Loan;
- 12.6 you are not in default of any of your obligations towards us or any other credit provider;
- 12.7 you are not insolvent and neither you nor anyone else has applied for a sequestration or liquidation order against you (whether provisional or final);
- 12.8 you have not received any compliance notices from the Companies and Intellectual Property Commission; and
- 12.9 you are not under business rescue and no steps have been taken to place you under business rescue.

13 Events of Default

Each of the events or circumstances set out in this Clause 13 is an Event of Default:

- 13.1 you fail to pay on the due date any amount payable under this Agreement;
- 13.2 you fail to comply with any of your obligations under or in connection with or any Finance Document;
- 13.3 you do not comply with any of your obligations under any other agreement with us;
- 13.4 any representation, warranty or undertaking made, or any information provided, in connection with the Loan is or proves to have been incorrect or misleading in any material respect when made;
- 13.5 you or a party who has provided Security on your behalf is unable, to pay its debts when due;
- 13.6 you commit an act of insolvency as defined in the Insolvency Act 24 of 1936;


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- 13.7 you or a third party bring an application or other proceedings to have you liquidated, dissolved or de-registered, or you pass a resolution to be liquidated, dissolved or de-registered;
 - 13.8 you receive a compliance notice from the Companies and Intellectual Property Commission requesting you to cease carrying on business or trading;
 - 13.9 you begin (or pass a resolution to begin) business rescue proceedings or a third party starts business rescue proceedings against you;
 - 13.10 an event or circumstance occurs/occurred which has or is likely to have a Material Adverse Effect; or
 - 13.11 a compromise with any creditor is made;
 - 13.12 the appointment of a liquidator, receiver, business rescue practitioner or other similar officer in respect of you or any party who has provided Security to us;
 - 13.13 any similar procedure or step is taken in any jurisdiction;
 - 13.14 any expropriation, nationalisation, attachment, sequestration, distress or execution affects any asset or assets provided to us as Security;
 - 13.15 any Finance Documents relating to the Loan ceases to be legal, valid, enforceable;
 - 13.16 any party who has provided Security gives notice to terminate its obligations or terminates any Finance Document relating to the Loan; or
- If you are in default, we may:
- 13.17 by notice to you, increase the interest, fees and cost; or
 - 13.18 by notice to you, end this Agreement and demand immediate payment of the whole outstanding balance of your Loan with continuing interest, fees and costs; and/or
 - 13.20 enforce any Security provided in terms of this Agreement.
- 13.20 You hereby authorise us to debit any of your accounts held with us, in reduction, liquidation and settlement of the outstanding balance, if you default under this Agreement.

14 Restrictions on Transfer of Water Rights and Land Bank Funding

- 14.1 If the purpose of the Loan is to finance the growing of crops and you hold water rights over the property on which the crops will be grown, you agree not to cede, assign, sell, encumber or otherwise transfer any part or all of those water rights, without getting our consent in writing beforehand.
- 14.2 For as long as you owe us any amounts under the Loan, you agree not to apply for or accept credit from the Land and Agricultural Development Bank of South Africa ('Land Bank') or any similar institution established by statute, without getting our consent in writing beforehand.
- 14.3 We are entitled to require additional security if we decide to grant consent to transfer your water rights and/or your request for financing from Land Bank.
- 14.4 If, at the time you apply for the Loan, you already have finance from or have applied for finance from Land Bank, you warrant that you have disclosed all material details of such finance to us.
- 14.5 You must inform us in writing of any amendments to pre-existing finance from Land Bank, as well as any amendments to any future finance from Land Bank to which we grant our consent.
- 14.6 If we consent to you applying for finance from the Land Bank and the Land Bank requests information from us regarding specific financing and other transactions concluded between you and us from time to time to enable the Land Bank to assess your finance application, you agree that we may provide such information to the Land Bank.

15 Cost and Expenses

- 15.1 If you default under this Agreement, you agree that we shall be entitled to recover all collection costs, fees and commissions on the attorney-own-client basis incurred by us in enforcing our rights under this Agreement.
- 15.2 You agree that we may debit all collection costs, fees and commissions described in this paragraph to your Loan Account and that they will be added to and form part of the outstanding balance owing to us.

16 Change in Circumstance

Any change in (or in the interpretation, administration or application of) any applicable law or regulation or the existing requirements of, or new requirements being imposed by, the South African Reserve Bank, the Financial Services Board or other regulatory authority (whether or


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not having the force of law) which results in an increase in our cost of funding, maintaining or making available the Loan or reduces the income from the Loan, then you shall pay on demand such sum as may be certified by us as being necessary to compensate for such increased cost or such reduction.

17 Notifications Binding

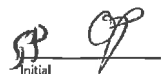
All notifications or determinations given or made by us shall be binding on you, except in the case of manifest error.

18 Renunciation of Benefits

You renounce, to the extent permitted under applicable law, the benefits of each of the legal exceptions, division, revision of accounts, no value received, the defence of a wrong calculation, and cession of actions and you declare that you understand the meaning of each such legal exception and the effect of such renunciation.

19 Jurisdiction

You consent to the jurisdiction of any Magistrates Court in South Africa in respect of any legal proceedings relating to this Agreement, provided that we may at our discretion institute proceedings in any High Court of South Africa or institute arbitration proceedings.


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Loans Debit Authority – Personal Loan/Term Loan/Student Loan/Other

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I/We

authorise Absa Bank to debit my/our Personal/Term Loan Student Loan
 Other (please specify)

account number with the amount of

(amount in words)

Personal Loan/Term Loan/Student Loan/Other [Please tick (✓) the applicable block]

Transfer of funds to own account at Absa/other bank

Transfer an amount of
(amount in words)

to my Absa account number
credit account

and/or other bank
credit account

Bank Branch Branch code

Account name

Reference number

Transfer an amount of
(amount in words)

to my Absa account number
credit account

and/or other bank
credit account

Bank Branch Branch code

Account name

Reference number

Transfer an amount of
(amount in words)

to my Absa account number
credit account

and/or other bank
credit account

Bank Branch Branch code

Account name

Reference number

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Transfer an amount of R (amount in words)

to my Absa account number credit account

and/or other bank credit account

Bank Branch Branch code

Account name

Reference number

Transfer an amount of R (amount in words)

to my Absa account number credit account

and/or other bank credit account

Bank Branch Branch code

Account name

Reference number

Transfer of funds to a third party or other bank

Transfer an amount of R (amount in words)

to account number

Bank Branch Branch code

Account name

Reference number

Transfer an amount of R (amount in words)

to account number

Bank Branch Branch code

Account name

Reference number

Transfer an amount of R (amount in words)

to account number

Bank Branch Branch code

Account name

Reference number

Transfer an amount of R (amount in words)

to account number

Bank Branch Branch code

Account name

Reference number

SP

I/We hereby agree and understand that this payment instruction is made at my/our own risk and at my/our special request and that the Bank will not be liable for any claims and/or damages of whatever nature from myself/ourselves or any third parties as a result of the above payment instruction, including but not limited to any incorrect account details provided.

I/We hereby indemnify the Bank against and undertake to hold the Bank harmless from any loss, claim(s), court orders, costs, legal expense (including attorney and client costs), collection fees, damages and/or liability, which Absa may suffer as a result of complying with the abovementioned instructions.

I/We undertake not to institute any claim against the Bank in this regard and to make payment to the Bank of any such loss, damage and/or liability on demand.

Date (dd/mm/ccyy)

2	2	0	2	2	0	2	3
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Signature for or on behalf of **KNYSNA MUNICIPALITY**

Identity/Passport/Reg No

7	1	1	2	2	5	6	2	6	3	0	8	4
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Office use

Signature verified

Financial Advisory and Intermediary Services Act, No 37 of 2002

Disclosure and other legal requirements

Important – Please read carefully

This notice does not form part of the Insurance Contract or any other document.

As a policyholder, or prospective policyholder, you have the right to the following information:

- 1 Name: Absa Bank Limited (“Absa Bank”), Reg No: 1986/004794/06 – FSP Licence No: 26/10/292
Registered address: 7th Floor, Absa Towers West, 15 Troye Street, Johannesburg, 2001
Postal address: PO Box 7735, Johannesburg, 2000
Telephone: +27 11 350 4000

Represented by

RELATIONSHIP EXECUTIVE

Initials and surname

S PHENDUKA

- 1.1 The Absa Bank representative has been registered to provide you in accordance with the following product categories:
 - Advice and intermediary services with regard to deposit products longer than 12 (twelve) months.
 - Advice and intermediary services with regard to deposit products shorter than 12 (twelve) months.
- 1.2 The Absa Bank representative will use his/her professional knowledge and ability to provide the appropriate advice and service to you and will take all reasonable steps to ensure that you are treated fairly.
- 1.3 The Absa Bank representative declares that apart from the receipt of commission, incentives and/or fees, no other personal interest, in concluding this transaction, exists. Further, there are no circumstances that may give rise to an actual or potential conflict of interest.
- 1.4 The Absa Bank representative declares that, if a personal interest exists (other than the receipt of commission and/or fees), he/she undertakes to inform you of the nature of the conflict and he/she will take all reasonable steps to ensure that you are treated fairly.
- 1.5 The representative is/is not (**underline the correct option**) providing a service under supervision.
- 1.6 If you encounter a possible misrepresentation, non-disclosure of a material fact or the inclusion of incorrect information, please communicate this incident in writing to the Absa Action Line.
- 1.7 In the event that the financial product recommended is a replacement product, the Absa representative is to fully disclose to you the actual and potential financial implications, costs and consequences of such a replacement.
- 1.8 In the event that a full analysis could not be undertaken, there may be limitations on the appropriateness of the advice provided. You should therefore, take particular care to consider whether the advice is appropriate in terms of your objectives, financial situation and particular needs.

2 Details of the Absa Bank Compliance Department:

Physical address: 5th Floor, Absa Towers West, 15 Troye Street, Johannesburg, 2001

Postal address: PO Box 1313, Johannesburg, 2000

Telephone: +27 11 350 3658

Fax: 086 753 1732

- 3 Complaints: A copy of the Complaints Policy and Procedure is available to you on request. If you are not satisfied with the advice or service rendered by the Absa Bank representative, you may lodge a complaint with Absa Action Line, telephone number 0800 414 141 or email actionline@absa.co.za. If the outcome of an investigation to a complaint is not favourable to you, you may within 6 (six) months of receiving the written advice, pursue the complaint with the relevant Ombud (see contact details below).
- 4 Absa Bank has Professional Indemnity Insurance Cover in place.
- 5 Absa Bank is a member of the Absa Group of companies and is associated with Absa Insurance Company Limited and Absa Life Limited.
- 6 Absa Bank does not directly or indirectly hold more than 10% of the shares of any insurance product supplier or any equivalent substantial interest in such product supplier.
- 7 Absa Bank did not receive more than 30% of the total remuneration, including commission, from any of its insurance product suppliers. Absa Bank has adopted and implemented a conflict of interest management policy that complies with the provisions of the Act. An extract of the policy can be viewed on the Absa Internet website under the Banking Regulations tab.

Warning

- 1 Do not sign any blank or partially completed document.
- 2 Complete all forms in ink or electronically.
- 3 Keep all documents handed to you.
- 4 Make notes as to what is said to you and ask for copies of documents.
- 5 Do not be pressurised to buy any insurance product.
- 6 Incorrect or non-disclosure by you, of relevant facts, may influence an insurer regarding any claims arising from your contract of insurance.
- 7 It is very important that you are quite sure that the product or transaction meets your needs and that you have all the information you need before making a decision.

Particulars of Ombud for Financial Services Providers

Physical address: Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road, Cor Lynnwood Road and Sussex Avenue, Lynnwood, 0081

Postal address: PO Box 74571, Lynnwood Ridge, 0040

Telephone: +27 12 470 9080/97

Fax: +27 12 348 3447

Sharecall: 0860 324 766





Application for Term Loan

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CASA ref

VAT no 4940112230, with registered address at 7th Floor, Absa Towers West, 15 Troye Street, Johannesburg, 2001 and conducting business from 2 QUEEN STREET, KNYSNA, 6571.

Name of applicant

Please complete in block letters and tick (✓) the applicable box.

Name of business

Business registration number, if applicable

For what purpose do you require the funds?

Annual turnover or combined asset value *Is the National Credit Act No 34 of 2005 ("NCA") applicable? Yes No

*If the annual turnover or combined net assets of the business is under R1 million or if the client is a sole proprietor/a trust with less than two trustees, the NCA is applicable. If a client is a juristic person with combined net assets above R1 million or a trust with more than two trustees, the NCA is not applicable.

Amount of loan required Period of payment

Convenient repayment day Repayment frequency (monthly etc.)

Will you make repayments by debit order? Yes No

Account correspondence/Requirements for statement (if required)

Recipient's name

Email address

Office use

New account number

Name of branch and code Absa site code

Contact person's cellphone Email address

Application number	Date received (dd/mm/ccyy)	Time received	Date answered (dd/mm/ccyy)	Time answered	Name of consultant and code

Debit order authorisation

Name of business

Business registration number, if applicable

I/We, the undersigned,

hereby request you to register a debit order to apply my/our term loan.

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Details of bank account to be debited

Account to be debited

Clearing code

Account type: 1 Cheque
 2 Savings
 3 Transmission

Name of bank

Branch

Debit order type: 1 Fixed amount 2 Due amount Commencement date (dd/mm/ccyy)

Frequency: Monthly Bi-monthly Quarterly Half-yearly Yearly

NB: A due amount instruction - is an instruction where the loan agreement determines the **amount** and **frequency**.
A fixed amount instruction - is an instruction where you specify the **amount** and **frequency**.

I/We:

- authorise Absa to debit the nominated account on the specified payment date, with the fixed or due amount as indicated on this form or determined by the associated loan quotation and agreement;
- may not delegate any of the obligations pertaining to this loan to any third party without Absa's prior written consent; and
- accept that should the specified payment date above fall on a public holiday, Saturday or Sunday, Absa may deduct the repayment on the business day immediately following the public holiday, Saturday or Sunday.

FlexiReserve facility

I/We require the ability to withdraw available funds paid in excess of the normal instalment on the term loan account. The withdrawal from FlexiReserve will not increase my/your repayments. The capitalisation of excess funds paid in excess of the normal instalment will reduce the outstanding balance, which will in turn result in reduced interest charged on my/your term loan.

Please select the preferred option:

- I/We request access to advance payments only (payments made over and above the required repayments).
 I/We do not require access to the available funds. Available funds to be auto-capitalised.

Wealth creation, protection and preservation

- 1 Would you like life cover to ensure that your family does not have to sell assets to pay back your debt in the event of your death or disability?
- 2 Would you like to speak to our experienced Advisers to help you draft or review your will for free?

Financial advice through your channel of choice

- 1 Would you like to meet with a Financial Adviser (face to face)?
- or
- 2 Would you like to speak to our Virtual Adviser over the phone?

Additional information for fixed amount instructions

Regular payment date on or after Amount

Expiry date (dd/mm/ccyy)

Frequency	07	Weekly	13	Month-end	04	4-monthly	Day of week	01	Mon	04	Thurs	07	*Sun
	14	2-weekly	02	2-monthly	06	6-monthly	(Weekly and 2-weekly frequency only)	02	Tues	05	Fri	*Internal account only	
	01	Monthly	03	Quarterly	12	Annually		03	Wed	06	Sat		

*Source of Income ("Sol"): Is generally obtained at a client level (or entity level if there are multiple entities belonging to the client grouping) and refers to the periodic credits to the client's account with some sort of regularity or expected regularity, from definite sources (such as a salary). Where a client does not have a transactional product/account, then the client's regular source of income must be captured.

Select one of the following sources of income (Compulsory)

Individuals/Joint and Several/Partnership Participants

Client code	Source of income (Select from list below)
<input type="text"/>	<input type="text"/>

Sole Trader

Client code	Source of income (Select from list below)
<input type="text"/>	<input type="text"/>

Non-individual

Client code	Source of income (Select from list below)
KMUNISIO82	Grants

JP OF

*Source of Funds ("SoF"): Is generally focussed on a product/account level and can include a specific activity/transaction concluded at a point in time during the course of the business relationship with the bank.

Examples are policy pay-outs, insurance pay-outs, inheritance, gifts, divorce settlement, sale of property, etc.

Select one of the following sources of funds

Individuals/Joint and Several

Account number	Account type	Source of funds (Select from list below)

Sole Trader

Account number	Account type	Source of funds (Select from list below)

Non-individual and Partnership

Account number	Account type	Source of funds (Select from list below)

Source of wealth (if applicable)

Identity number

Company registration number

Telephone (H) (W)



Signature **MUNICIPAL MANAGER**

Date (dd/mm/ccyy)

Office use

Identity verified by

Date processed (dd/mm/ccyy)

Authorised by

Checked by

Processed by

Debit account verified by

Copy of ID/card attached (other institution)?

Copy of ID/card must be in the name of the debit accountholder.

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Disclosure and other legal requirements

Important - Please read carefully

Adviser's name and employee number

SIHLE PHENDUKA

Adviser's signature

Date (dd/mm/ccyy)

2 2 0 2 2 0 2 3

- 1 The representative is performing the duties under supervision.

Yes	No
-----	----
- 2 Advice given?

Yes	No
-----	----
- 3 Is this transactional product replacing another similar product?

Yes	No
-----	----

If "Yes" to question 2 or 3, complete the Client Engagement Record (Absa 3722 EX).

- 4 Name: Absa Bank Limited ("**Absa Bank**"), Reg No: 1986/004794/06 – FSP Licence no: 26/10/292
Registered address: 7th Floor, Absa Towers West, 15 Troye Street, Johannesburg, 2001
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- Advice and intermediary services with regard to deposit products longer than 12 (twelve) months.
- Advice and intermediary services with regard to deposit products shorter than 12 (twelve) months.
- Intermediary services with respect to Long-term Insurance Sub-category B1 (only applicable to Enterprise Business).

4.2 The Absa Bank representative will use his/her professional knowledge and ability to provide the appropriate advice and service to you and will take all reasonable steps to ensure that you are treated fairly.

4.3 The Absa Bank representative declares that apart from the receipt of commission, incentives and/or fees, no other personal interest in concluding this transaction exists. Furthermore, there are no circumstances that may give rise to an actual or potential conflict of interest.

4.4 The Absa Bank representative declares that, should a personal interest exist (other than the receipt of commission and/or fees), he/she undertakes to inform you of the nature of the conflict and he/she will take all reasonable steps to ensure that you are treated fairly.

4.5 If you encounter a possible misrepresentation, non-disclosure of a material fact or the inclusion of incorrect information, please communicate this incident in writing to the Absa Action Line.

4.6 In the event that the financial product recommended is a replacement product, the Absa Representative must fully disclose to you the actual and potential financial implications, costs and consequences of such a replacement.

4.7 If a full analysis could not be undertaken, there may be limitations on the appropriateness of the advice provided. You must, therefore, take particular care to consider whether the advice is appropriate in terms of your objectives, financial situation and particular needs.

5 **Details of the Absa Bank Compliance Department:**

Physical address: 5th Floor, Absa Towers West, 15 Troye Street, Johannesburg, 2001
Postal address: PO Box 1313, Johannesburg, 2000
Telephone number: +27 11 350 3658
Fax number: 086 753 1732

6 Complaints: A copy of the Complaints Policy and Procedure is available to you on request. If you are not satisfied with the advice or service rendered by the Absa Bank representative, you may lodge a complaint with Absa Action Line on 0800 414 141 or email actionline@absa.co.za. If the outcome of an investigation to a complaint is not favourable to you, you may within 6 (six) months of receiving the written advice, pursue the complaint with the relevant Ombud, (see contact details below).

7 **Particulars of the Ombud for Financial Services Providers**

Physical address: 2nd Floor, Orange Building, Kasteel Park Office Park, Cor Nossob and Jochemus Streets, Erasmus Kloof, Pretoria, 0048
Postal address: PO Box 74571, Lynnwood Ridge, 0040
Telephone number: +27 12 762 5000/+27 12 470 9080
Fax number: +27 12 348 3447/+27 12 470 9097/086 764 1422

8 Absa Bank has Professional Indemnity Insurance Cover in place.

9 Absa Bank is a member of the Absa Group of companies and is associated with Absa Insurance Company Ltd and Absa Life Limited.

10 Absa Bank does not directly nor indirectly hold more than 10% of the shares of any insurance product supplier or any equivalent substantial interest in such product supplier.

11 Absa Bank did not receive more than 30% of the total remuneration, including commission, from any of its insurance product suppliers. Absa Bank has adopted and implemented a conflict of interest management policy that complies with the provisions of the Act. An extract of the policy can be viewed on the Absa Internet website under the Banking Regulations tab.

12 **Warning**

- 12.1 Do not sign any blank or partially completed document.
- 12.2 Complete all forms in ink.
- 12.3 Keep all documents handed to you.
- 12.4 Make notes as to what is said to you and ask for copies of documents.
- 12.5 Do not be pressurised to buy any insurance product.
- 12.6 Incorrect or non-disclosure by you of relevant facts may influence an insurer regarding any claims arising from your contract of insurance.
- 12.7 It is very important that you are quite sure that the product or transaction meets your needs and that you have all the information you need before making a decision.

I hereby confirm that the representative discussed the disclosures as indicated above.



Client's signature MUNICIPAL MANAGER

Client's signature

Your personal information

We are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe on your privacy.
Your personal information will not be disclosed to anyone else without your consent unless we are legally required or permitted to disclose it. You have the right to contact the credit bureau to have your credit record disclosed and to correct any inaccurate information.
Credit verification checks will be conducted on individuals (sole proprietors) and by signing this application you agree for such checks to be conducted.
Credit verification checks may be conducted on the individual directors, trustees, partners and/or members as required by Absa. Where the applicant is a juristic entity, however, we will ensure that the verification check will not reflect on the registered credit bureau and will not adversely affect the individual's credit score.

Electronic marketing consent

Would you like to hear about any exciting new products, upgrade opportunities or some fantastic offers from Absa Group?

Please contact me via:

- Email
- SMS
- Voice recording
- None

Credit marketing consent

You may qualify for future loans and limit increases from Absa Group. Would you like to hear about these?

Yes, I would. Please contact me by:

- Email
- SMS
- Telephone
- None

Authorised signatory 1

Signed at KNYSNA on 22 FEBRUARY 2023



Signature(s) on behalf of company/partnership/close corporation
KNYSNA MUNICIPALITY (MUNICIPAL MANAGER)

711225 6263 084
Identity/Registration number/Company stamp

Authorised signatory 2 (only complete if applicable)

Signed at _____ on _____

Signature(s) on behalf of company/partnership/close corporation

Identity/Registration number/Company stamp



RESOLUTION


Confidential

Extract from the minutes of a meeting of **KNYSNA MUNICIPALITY** ("the client") held at **Knysna** on **30 January 2023**

Resolved that –

- 1 **the client applies to Absa Bank Limited ("Absa") for the following type of banking credit facility:**
 - 1.1 Term loan facility in the amount of **R58,792,445 (Fifty-Eight Million Seven Hundred and Ninety-Two Thousand Four Hundred and Forty-Five Rand)**
"the Banking Credit Facility"
- 2 **Ombali Phineas Sebola** in his capacity as **Municipal Manager** of the client, is hereby authorised to, on behalf of the Client, negotiate the terms and conditions of the Banking Credit Facilities, conclude or sign any agreement(s) and any amendments to be entered into from time to time with the Bank in respect of the Banking Credit Facilities as well as any other documents which pertain to the Banking Credit Facilities, excluding any security documents.
- 3 Individual credit verification checks may be conducted on all trustees, provided that the information shall not reflect on any registered credit bureau and not affect their individual score in any manner.

Certified a true extract from the minutes of the Client.



Municipal Manager: Ombali Phineas Sebola

DATE: 22 February 2023

ANNEXURE TO AGREEMENT FOR KNYSNA MUNICIPALITY
 REPAYMENT INSTALLMENTS 3057976124

1. 30/06/2023	R4 678 882,45
1. 31/12/2023	R6 073 378,76
1. 30/06/2024	R5 876 174,41
1. 31/12/2024	R5 743 509,66
1. 30/06/2025	R5 535 548,70
1. 31/12/2025	R5 413 640,55
1. 30/06/2026	R5 211 057,89
1. 31/12/2026	R5 083 771,44
1. 30/06/2027	R4 886 567,09
1. 31/12/2027	R4 753 902,34
1. 30/06/2028	R4 571 040,11
1. 31/12/2028	R4 424 033,23
1. 30/06/2029	R4 237 585,47
1. 31/12/2029	R4 094 164,12
1. 30/06/2030	R3 913 094,67
1. 31/12/2030	R3 764 295,02
1. 30/06/2031	R3 588 603,86
1. 31/12/2031	R3 434 425,91
1. 30/06/2032	R3 265 905,82
1. 31/12/2032	R6 262 815,36

FOR: 22 KNYSNA MUNICIPALITY

Duly Authorised 

Duly Authorised

Name OMBALI SEBACA

Capacity Municipal Manager

