



ADDENDUM TO THE SERVICE LEVEL AGREEMENT

In relation to the Gauteng Schools Infrastructure Programme:

Made and entered into by and between:

The Gauteng Provincial Government – Department of Infrastructure Development

(Hereinafter referred to as the GDID)



The Gauteng Provincial Government Department of Education

(Hereinafter referred to as the GDE)

And

The Gauteng Provincial Government Department of Finance

(Hereinafter referred to as the GDF)

And

The Board of Trustees of the Independent Development Trust

(Hereinafter referred to as the IDT)

Hereinafter collectively referred to as "parties"

Handwritten signatures of the representatives of the parties, including a large signature and several smaller ones.

PREAMBLE

WHEREAS the GDE, as the provincial department responsible for the provision of education facilities, needs to ensure that schools in Gauteng Province have adequate facilities for the education of its learners. GDE has allocated funds for the provision of these facilities;

WHEREAS the IDT has over the years through its competent programme management skills, been successful in implementing social infrastructure programmes which are linked with outcome-based development imperatives such as job creation and establishment of sustainable livelihoods;

WHEREAS the GDID has the technical expertise in implementation of infrastructure programmes;



WHEREAS the GDE, IDT and GDID (the Parties) have agreed to combine their skills and expertise in order to deliver the Gauteng Schools Infrastructure Programme [Programme].

WHEREAS the GDF as the provincial treasury provide oversight on spending patterns and infrastructure implementation, and also intervene when necessary to ensure compliance to PPMA and regulatory frameworks of National Departments.

WHEREAS the parties signed the service level agreement on or around November 2011.

Two handwritten signatures are present at the bottom right of the page. The first signature is a large, stylized cursive mark, and the second is a smaller, more legible signature.

Now therefore the parties agree as follows:

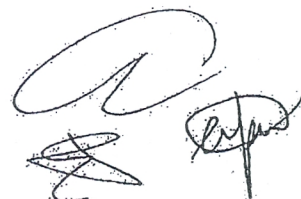
1. GENERAL

- 1.1. The parties confirm their respective roles in the implementation of this Addendum.
- 1.2. The parties further commit to collaborate in promoting the objectives of this Addendum.
- 1.3. This Addendum shall be read together with the main service level agreement entered into between the parties.
- 1.4. The interpretation of this Addendum shall be governed by the laws and the legal principles applied in the Republic of South Africa.
- 1.5. No variation or modification of the terms of this Addendum shall be binding unless reduced to writing and signed by both parties.

2. ALLOCATION OF THE PROGRAMME BUDGET

- 2.1. Clause 4.2 and 4.3 of the main service level agreement signed by the parties on or about November 2011 is substituted by the following clauses and shall read as follows:
- 2.2. The Programme Budget is in the amount of R542.6 million for 2011/12 and 2012/13 financial years respectively. This will be viewed and confirmed in writing depending on the performance of the programme.
- 2.3. GDE shall within ten business days after the signature, transfer to the IDT 10% of the R542 million inclusive of the VAT and thereafter tranches monthly in advance based on the performance and as per cash flows projections submitted by the IDT and approved by the GDE in collaboration with GDID. This clause will be implemented based on the CIDB Practice Note 19.

In all other respects the terms and conditions contained in the Main agreement shall remain in full force and effect and binding upon the parties, save and insofar as such



terms and conditions shall have been specifically altered, amended, replaced or annulled hereby.

Signed at J.H.S. on 9th January 2012

(Only appointed representative of the Department of Infrastructure Development)

Signed at [Signature] on 21/2/12 2012

[Signature]

FOR AND ON BEHALF OF CDE:

THE HEAD OF DEPARTMENT

AS A WITNESS



1. _____

NAME

2. _____

NAME

Signed at _____ on _____ 2012

FOR AND ON BEHALF OF CDD:

[Signature]

THE HEAD OF DEPARTMENT

AS A WITNESS

1. _____

NAME

2. _____

NAME

Signed at _____ on _____ 2012

FOR AND ON BEHALF OF GDF:

THE HEAD OF DEPARTMENT



AS A WITNESS

1. _____

NAME

2. _____

NAME

Signed at _____ on _____ 2012

A handwritten signature in black ink, appearing to be a stylized 'E' or similar character, written over a horizontal line.

FOR AND ON BEHALF OF THE IDT:

A handwritten signature in black ink, appearing to be a stylized 'E' or similar character, written below the text.

THE CHIEF FINANCIAL OFFICER: MR IAN ELLIS

AS WITNESSES:

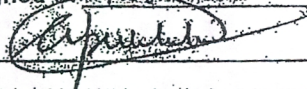
1. _____

NAME

2. _____

NAME

Signed at Palu, Indonesia on 16 February 2012



FOR AND ON BEHALF OF THE IDT:

THE CHIEF OPERATIONS OFFICER (INTERIM): MR AYANDA WAKABA

AS WITNESSES:

1. _____

NAME

NAME

