

SECOND ADDENDUM TO THE SERVICE DELIVERY AGREEMENT

1. Parties

The parties to this second addendum are:

- 1.1 the West Coast District Municipality ("**District Municipality**");
 - 1.2 the Swartland Municipality;
 - 1.3 the Bergrivier Municipality; and
 - 1.4 the Saldanha Bay Municipality (the parties in 1.2 to 1.4 collectively the "**Local Municipalities**"),
- (each a "**Party**" and collectively the "**Parties**").

2. Introduction

- 2.1 The District Municipality and the Local Municipalities previously entered into the following agreements
 - 2.1.1 a written service delivery agreement on or about 15 July 2006 ("**Original Agreement**"); and
 - 2.1.2 a written addendum to the Original Agreement entitled "Addendum to the Service Delivery Agreement", on or about 23 June 2016 ("**First Addendum**"),

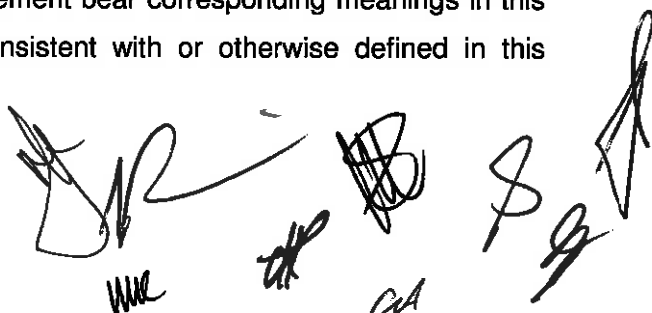
(the Original Agreement as amended by the First Addendum hereinafter referred to as the "**Agreement**").
- 2.2 The District Municipality and the Local Municipalities wish to amend the Agreement further on the terms and conditions set out in this second addendum.

3. Amendment

The Agreement is hereby amended by deletion of the text "*11 (eleven)*" in the second line of clause 7.1 and replacing it with "*13 (thirteen)*".

4. General

- 4.1 Words and phrases defined in the Agreement bear corresponding meanings in this second addendum, unless clearly inconsistent with or otherwise defined in this second addendum.



Handwritten signatures of the parties, including initials like 'MHC', 'CA', and 'Sg'.

- 4.2 Save as amended in terms of this second addendum, the provisions of the Agreement shall remain unchanged and binding upon the Parties.
- 4.3 In the event of a conflict between the provisions of this second addendum and the Agreement, the provisions of this second addendum shall take precedence and be duly implemented by the Parties.
- 4.4 No variation of this second addendum shall affect the terms hereof unless such variation shall be reduced to writing and signed by each of the Parties.
- 4.5 This second addendum contains the entire agreement between the Parties relating to the matters recorded herein and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this second addendum.
- 4.6 This second addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

Signed at **MOORREESBURG** on **23 MAY** 2017

Witness

for **WEST COAST DISTRICT MUNICIPALITY**

1. 



.....
duly authorised and warranting such authority

2. 

Signed at **MOORREESBURG** on **23 MAY** 2017

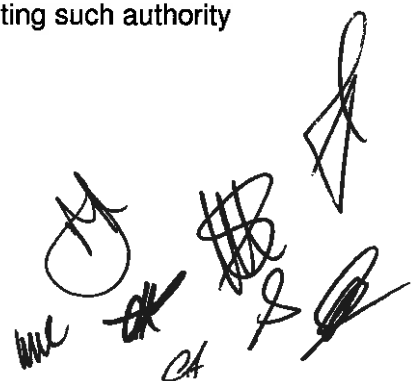
Witness

for **SALDANHA BAY MUNICIPALITY**

1. 


.....
duly authorised and warranting such authority

2. 






Signed at *MOORESBURG*on *23 May* 2017

Witness

for **SWARTLAND MUNICIPALITY**1. 
.....
duly authorised and warranting such authority2. *Melanie*Signed at *Mooreesburg*on *23 May* 2017

Witness

for **BERGRIVIER MUNICIPALITY**1. 
.....
duly authorised and warranting such authority2. *ea* *inc*  *\$*