

ADDENDUM TO SUBSTITUTION AGREEMENT

entered into by and between

CHANNEL LIFE LIMITED

and

RENTMEESTER ASSURANCE LIMITED



**DLA CLIFFE DEKKER
HOFMEYR**

DLA CLIFFE DEKKER HOFMEYR INC

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ADDENDUM

1 PARTIES

1.1 The parties to this agreement are –

1.1.1 **Channel Life Limited**; and

1.1.2 **Rentmeester Assurance Limited.**

1.2 The parties agree as set out below.

2 INTERPRETATION

2.1 In this addendum, unless inconsistent with or otherwise indicated by the context –

2.1.1 **“the/this addendum”** means the addendum contained in this document;

2.1.2 **“Channel Life”** means Channel Life Limited (registration number: 1969/012487/06), a public company duly incorporated in accordance with the laws of the Republic of South Africa, and registered as a long-term insurer in terms of the Long-term Insurance Act, 1998;

2.1.3 **“the parties”** means the persons referred to in clause 1.1;

2.1.4 **“person”** means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;

2.1.5 **“Rentmeester”** means Rentmeester Assurance Limited (registration number: 1957/002523/06), a public company duly incorporated in accordance with the laws of the Republic of South Africa, and registered as a long-term insurer in terms of the Long-term Insurance Act, 1998;

- 2.1.6 "the substitution agreement" means the agreement concluded between the parties dated the 15th of July 2008, in terms whereof Channel Life and Rentmeester agreed to substitute the in-force policies covered with the replacement policies in terms of section 37(2) of the Long-term Insurance Act; and
- 2.1.7 "the signature date" means the date on which this addendum is signed by the party signing last in time,
- 2.2 a reference to -
- 2.2.1 a clause is a reference to a clause as numbered in this addendum;
- 2.2.2 the singular includes the plural and *vice versa*;
- 2.2.3 natural persons includes juristic persons and *vice versa*;
- 2.2.4 any one sex or gender includes the other sexes or genders, as the case may be;
- 2.2.5 any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of government (including local or provincial government) statutory or regulatory body which has the force of law means the relevant enactment or legislative measure as at the date of signature of this addendum and as amended or re-enacted from time to time; and
- 2.2.6 a party includes a reference to that party's successors in title and assigns allowed at law.
- 2.3 All words and expressions defined in the substitution agreement shall for purposes of this addendum have the same meaning unless otherwise stipulated or clearly indicated by the context.
- 2.4 The words "**shall**" and "**will**" and "**must**" used in the context of any obligation or restriction imposed on a party have the same meaning.

- 2.5 The clause headings in this addendum have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.6 If any period is referred to in this addendum by way of a reference to a number of days, or weeks or months or other intervals, the period shall be reckoned exclusively of the 1st (first) day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day.
- 2.7 If the due date for performance of any obligation in terms of this addendum is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately following business day.
- 2.8 If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 16:00 (local time at the place where the obligation or act is required to be performed) on that day.
- 2.9 This addendum shall be governed, interpreted and enforced in accordance with the laws of the Republic of South Africa.
- 2.10 If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words, the words shall apply.
- 2.11 The rule of construction that this addendum shall be interpreted against the party responsible for the drafting of this agreement, shall not apply.

3 AMENDMENT OF SUBSTITUTION AGREEMENT

- 3.1 The parties have concluded the substitution agreement subject to the fulfilment of various conditions precedent stipulated in clause 4 thereof, which conditions precedent must be fulfilled by the cut-off date, defined in the substitution agreement as 31 December 2008.

- 3.2 The parties are not able to procure the fulfilment of all the conditions precedent prior to the cut-off date, and accordingly agree to amend the substitution agreement by extending the cut-off date to become 30 June 2009.
- 3.3 This amendment of the substitution agreement shall take effect from the signature date of this addendum.

4 WHOLE AGREEMENT, NO AMENDMENT

- 4.1 This addendum constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof.
- 4.2 No amendment or consensual cancellation of this addendum or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this addendum and no settlement of any disputes arising under this addendum and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this addendum or of any agreement, bill of exchange or other document issued pursuant to or in terms of this addendum shall be binding unless recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 4.3 No extension of time or waiver or relaxation of any of the provisions or terms of this addendum or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this addendum, shall operate as an estoppel against any party in respect of its rights under this addendum, nor shall it operate so as to preclude such party



thereafter from exercising its rights strictly in accordance with this addendum.

4.4 To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

5 SIGNATURE

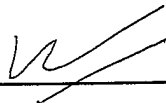
5.1 This addendum is signed by the parties on the dates and at the places indicated opposite their respective names.

5.2 This 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.

5.3 The persons signing this addendum in a representative capacity warrant their authority to do so.

SIGNED at BELLVILLE on 28 OCTOBER 2008

AS WITNESS:



J L A M HARRA

(Name of witness in print)


For: **CHANNEL LIFE LIMITED**

J. L. Louw

Duly authorised

SIGNED at _____ on _____

AS WITNESS:

For: **RENTMEESTER ASSURANCE
LIMITED**

(Name of witness in print)

Duly authorised

[Handwritten signature] *[Handwritten mark]*