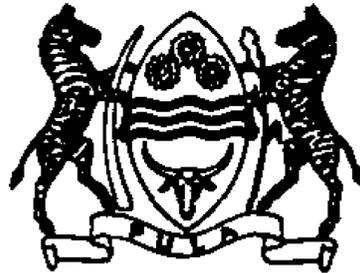


**SELEBI—PHIKWE TAX AGREEMENT (AMENDMENT)
RATIFICATION ACT, 1985**

No. 18



of 1985

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Ratification

SCHEDULE

An Act to ratify an agreement amending clause 11A of the Selebi-Phikwe Tax Agreement set out in the Schedule to the Selebi-Phikwe Tax Agreement Ratification Act, 1970.

Date of Assent: 11.10.85

Date of Commencement: 18.10.85

ENACTED by the Parliament of Botswana.

1. This Act may be cited as the Selebi-Phikwe Tax Agreement (Amendment) Ratification Act, 1985. Short title

2. The Agreement set out in the Schedule hereto entered into between the Government, BCL Limited, Botswana RST Limited and BCL (Sales) Limited on 31st July, 1985 is hereby ratified. Ratification

SCHEDULE

AGREEMENT

THIS AGREEMENT is made this 31st day of July, 1985, One Thousand, Nine Hundred and Eighty Five **BETWEEN THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA** (hereinafter called "the Government") of the first part, BCL Limited (hereinafter called "BCL" whose registered office is the Administrative Block BCL Mine Site Selebi-Phikwe in the Republic of Botswana, of the second part, Botswana RST Limited (hereinafter called "BRST") a company incorporated in the Republic of Botswana and having its registered office at the Administrative Block BCL Mine Site aforesaid of the third part and BCL (SALES) LIMITED (hereinafter called "BCL" (SALES)) a company incorporated in the Republic of Botswana having its

registered office at the Administrative Block BCL Mine Site aforesaid of the fourth part.

WHEREAS THE Government, BCL and BRST on March 5, 1970 entered into an Agreement relating to certain tax matters which was subsequently amended by an Agreement dated June 22, 1971, between the said parties and by an Agreement dated March 1, 1972, between the said parties and BCL (SALES) and by an Agreement dated March, 15, 1978 among the Government, BCL, BRST and BCL (SALES) and by an Agreement dated 25th June, 1982 between the Government, BCL, BRST, BCL (SALES) which Agreement, as so amended, is hereinafter called "the principal Agreement;

AND WHEREAS the Government, BCL, BRST and BCL (SALES) desire further to amend the principal Agreement the better to express their common intentions,

NOW IT IS HEREBY AGREED as follows:

1. The Government will introduce legislation for this Agreement to be ratified by Parliament.

2. The principal Agreement shall be read and construed as amended by the deletion of the second sentence of clause 11(A) in its entirety and the substitution therefor of —

"The expression 'interest' where hereinafter used in this Part of this Agreement means interest payable by BCL or BCL (SALES) or BRST on monies borrowed by BCL, BCL (SALES) or BRST and applied for the purposes of the operations, and in the case of BCL shall include interest payable on any outstanding amount of the Amax Nickel Inc. Indemnification Amount in terms of the Restructuring Agreement (BCL Limited) among the Republic of Botswana, Kreditanstalt Fuer Wiederaufbau, Industrial Development Corporation of South Africa Limited, Tusitala (Proprietary Limited, The Chase Manhattan Bank N.A., Amax Inc., Anglo American Corporation of South Africa Limited, Botswana RST Limited, Charter Consolidated P.L.C., De Beers Consolidated Mines Limited, RST International Inc., and BCL Limited, dated as of July 31st, 1985 as read with the Termination Agreement (Matte Purchase Agreement) between BCL Limited and Amax Nickel Inc., dated as of July 31st, 1985, and on notes issued by BCL, under the Note Agreement dated 15th day of March, 1978, between the Government, BCL, Amax Inc., and Anglo American Corporation of South Africa Limited, in respect of monies so applied and shall also include interest accrued on Subordinated Notes and Emergency Funding referred to in Section 4.02 of the Agreement and Plan of Reorganization (BCL Limited) among BCL and its creditors dated as of June 15, 1982."

3. The principal Agreement is amended by the insertion after clause (F) thereof of a new clause (G) as follows:—

"In the event of a change in the Income Tax Act having the effect of making the principal amount of the Amax Nickel Inc. Indemnification Amount liable to income tax, such amount shall be exempt from such income tax."

IN WITNESS whereof the parties hereto have hereunder set their hands.

SIGNED as of the day and year first above written for and on behalf of **THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA.**

AS WITNESS

1. **E.W.M.J. LEGWAILA**
2. **P. FREEMAN**

B. GAOLATHE

SIGNED as of the day and year first above written for and on behalf of **BCL LIMITED.**

AS WITNESS

1. **J.B. GALEFOROLWE**
2. **P. SCOTT**

A.W. LEA

SIGNED as of the day and year first above written for and on behalf of **BOTSWANA RST LIMITED.**

AS WITNESS

1. **J.B. GALEFOROLWE**
2. **P. SCOTT**

A.W. LEA

SIGNED as of the day and year first above written for and on behalf of **BCL (SALES) LIMITED.**

AS WITNESS

1. **J.B. GALEROLWE**
2. **P. SCOTT**

M.A. FOREMAN

PASSED by the National Assembly this 24th day of September, 1985.

C.G. MOKOBI,
Clerk of the National Assembly.