

**AMENDMENT TO THE LOAN AGREEMENT BETWEEN KAREL NEL AND BRITISH MUSEUM ON THE 14 JULY 2016 ("THE AGREEMENT")**

1. The Parties hereby agree to amend clause 18 of the Agreement as follows:

**"18. DISPUTES BETWEEN PARTIES**

18.1 Karel Nel and British Museum ("**Parties**") agree that any dispute arising from the Loan Agreement ("**Agreement**") shall be –

18.1.1 referred to the Parties whereby they shall negotiate in an attempt to resolve amicably or conciliation and / or negotiations via electronic means, that is, an email address or a telephone discussion or any other means possible; and

18.1.2 however, should the Parties fail to resolve the dispute arisen within thirty (30) calendar days from the time that it was brought to the other Parties attention via electronic or other means, that is, an email or a telephone discussion such dispute shall be referred to arbitration.

18.2 The Parties are pleased to agree that, any dispute between them about the terms of this Agreement must be governed by South African Law and shall be referred to arbitration in the English language in Pretoria for resolution, in accordance with the rules of the Arbitration Foundation ("**Foundation**") of South Africa by an arbitrator/s appointed by the Foundation.

18.3 This clause shall not preclude any Party from obtaining any interim relief on an urgent basis from a court of competent jurisdiction in the Republic of South Africa or the United Kingdom and shall have no application in connection with the UK Government Indemnity Scheme.

2. For the avoidance of doubt, all clauses of the Agreement between the Parties shall continue in full force and effect. The addition, variation or amendment contained in this Amendment shall be of full force and effect upon signature of both Parties.

SIGNED FOR THE BRITISH MUSEUM AT 16.05 on this 24 DAY AUGUST MONTH 2016

  
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Ms Jill Maggs in her capacity as Registrar of the British Museum



SIGNED BY KAREL NEL AT 11.00 on 23 DAY 8 MONTH 2016

Johannesburg

MR / MS K. A. NEL in his/~~her~~ capacity as \_\_\_\_\_ the lender.