

SITE NUMBER:	6115
SITE NAME:	Hobhouse
PHYSICAL ADDRESS:	Farm Dorps Gronden van Hophouse Ladybrand District
LESSOR'S PROPERTY DESCRIPTION:	Remainder of the farm Dorps Gronden van Hobhouse 557, Ladybrand R.D

AGREEMENT OF LEASE

BETWEEN

MANTSOPA LOCAL MUNICIPALITY

(Registration No.)

("Lessor")

AND

CELL C (PROPRIETARY) LIMITED

(Registration No. 1999/007722/07)

("Lessee")



INITIALS



AGREEMENT OF LEASE**Preamble:**

A. Cell C (Proprietary) Limited ("Lessee") is a licensed operator of a mobile cellular telecommunications network and wishes to lease (a) sites(s) for the installation of certain infrastructure equipment required in the operation of its Network.

B. MANTSOPA LOCAL MUNICIPALITY ("Lessor") is willing to lease premises to the Lessee for the purposes described in point A above subject to the terms and conditions set out in this Agreement.

NOW WHEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 For the purpose of this Agreement, unless the context indicates otherwise, the following words and phrases shall bear the following meanings:

1.1.1 "Agreement" means the lease agreement contained in this document including Annexures A, B, C and D and shall include any amendments to this Agreement from time to time;

1.1.2 "Authority/ties" means any local authority, provincial or national government or other statutory body or authority, or any person and/or body to whom any of the aforesaid have lawfully delegated their authority, charged with (i) the provision and/or delivery of electricity and other utilities/services to the Property; or (ii) the processing of any applications for, and the approval and enforcement of such permits-consents, licences and/or other authorities as may be required in terms of any law, regulation or by-law in order to lawfully operate a BTS on the Site;

1.1.3 "BTS" means a Base Transceiver Station being a mobile cellular radio base station comprising of the Equipment utilized by the Lessee in the operation of its Network;

1.1.4 "Construction Date" means the date of commencement of construction of the Works on Site;

- 1.1.5 "Effective Date" means the date that this Agreement becomes enforceable which date shall be the date of last signature hereto;
- 1.1.6 "Equipment" means the equipment and/or structures detailed in Annexure B required for operation of the BTS, and shall include (i) such other ancillary fixtures, fittings, antennae, surveillance camera and/or any other additional equipment other than those detailed in Annexure "B" as are reasonably necessary for and/or ancillary to the installation, erection and/or commissioning of the Equipment; and (ii) any upgrade of the aforesaid which may be necessary for the ongoing operation of the BTS;
- 1.1.7 "GSM" means the Global System for Mobile communications;
- 1.1.8 "Initial Period" means a period of 9 (nine) years and 11 (eleven) months, commencing on the Effective Date;
- 1.1.9 "Lease Period" means the Initial Period plus the Option Periods in the event that the Option Period(s) be exercised by the Lessee;
- 1.1.10 "Lessee" means Cell C (Pty) Ltd, registration number 1999/007722/07, with its place of business at Marion Place, 150 Rivonia Road, Sandown, Johannesburg;
- 1.1.11 "Lessor" means **MANTSOPA LOCAL MUNICIPALITY**.
- 1.1.12 "Monthly Rental" means the monthly amount specified in Annexure D.6 payable by the Lessee to the Lessor in consideration of the use of the Site in terms of this Agreement, which amount shall be fully inclusive and payable on the Payment Commencement Date;
- 1.1.13 "Network" means the Cell C mobile cellular telecommunications service;
- 1.1.14 "Option Period" means 2 (two) successive periods of 5 (five) years each, the first of which commence on the expiry of the Initial Period and the second of which commences on the expiry of the first Option Period;
- 1.1.15 "Parties" means the Lessee and the Lessor collectively and "Party" shall refer to either of them as the context may dictate;
- 1.1.16 "Payment Commencement Date" means the first day of the month following Construction Date;

1.1.17 "Property" means the Lessor's immovable property more fully described in Annexure D.1 upon which the Site to be leased in terms of this Agreement is situated;

1.1.18 "PSTN Operator/s" means Telkom SA Limited and/or such other public switched telecommunication services operators as may be licensed under the Telecommunications Act No. 103 of 1996 from time to time;

1.1.19 "Site" means the exact leased area on the Property as more fully detailed in Annexure A hereto upon which the Works will be erected;

1.1.20 "Works" means the works to be carried out on the Site which shall include the erection, installation, commissioning, repair and/or upgrade of the Equipment and of such other ancillary structures as may be reasonably necessary for the operation of the BTS.

1.2 Words importing the singular shall, where necessary, include the plural and vice versa, and words importing any one gender shall, where necessary, include the other;

1.3 The headings to this Agreement are for convenience only, and are not to be taken into account for the purposes of interpretation;

1.4 Any reference to any provision of any statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.5 If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

1.6 Where any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- 1.7 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2 LEASE OF SITE

2. The Lessor hereby lets to the Lessee who hereby hires from the Lessor the Site on the terms and conditions set out in this Agreement.

2.1.1 The Lessee shall, at its own cost, use all reasonable endeavors to obtain all permits, licenses, consents and other authorisations necessary to use the Site for the purpose set out in clause 7.2. below and shall comply with the requirements of the Authority/(ies) with regard to the installation, use and operation of the BTS.

2.1.2 The Lessor warrants that, as at the Effective Date, (a) it is the lawful owner of the Property, and/or (b) is legally entitled to enter into this Agreement, and/or (c) has authority to grant the rights herein relating to the Property to the Lessee and that no other party has any rights to occupy the Site whatsoever.

3 COMMENCEMENT, DURATION AND BENEFICIAL OCCUPATION

- 3.1 This Agreement shall commence on the Effective Date and will endure for the Initial Period, subject to renewal(s) in terms of clause 4 below.

- 3.2 The Lessor shall give the Lessee vacant and beneficial occupation of the Site with effect from the Construction Date.

4 OPTIONS TO EXTEND

- 4.1 The Lessee shall have the option(s) to renew this Agreement for the Option Period/s by the giving of written notice to this effect to the Lessor at least 1 (one) calendar month prior to the commencement of the relevant Option Period.

- 4.2 Should the Lessee exercise its right to renew this Agreement for any of the Option Periods, the terms and conditions of this Agreement shall continue to govern such Option Period/s, save that there shall be no further right of renewal after the expiry of the second Option Period.

- 4.3 The same terms and conditions relating to the Monthly Rental and the escalation as applicable during the Initial Period shall be applicable to the Option Period/s.

5 NOTARIAL EXECUTION, REGISTRATION AND AGRICULTURAL PROPERTY

- 5.1 In the event that the Lessee requires that this Agreement be registered against the title deeds of the Property, the Parties agree to execute a notarial deed of lease on the same terms and conditions as contained in this Agreement, and to take such steps as may be legally required in order to effect registration of such notarial deed of lease in the relevant deeds registry office.

- 5.2 To the extent that notarial execution and registration may require the preparation of a surveyed lease diagram, the Lessee shall be responsible for such survey, obtaining the approval of the diagram by the Surveyor General, and all costs associated with such survey, the approval, the notarial executions and the registration of the notarial deed of lease in the relevant deeds office.

- 5.3 Where the Site is situated on property zoned as Agricultural Land, the Lessor shall assist the Lessee and do all things as may be necessary in order to obtain such consent and/or permits as may be required by the Minister of Agriculture for the conclusion of this Agreement.

6 PAYMENT OF MONTHLY RENTAL

- 6.1 Prior to the Payment Commencement Date, nil rental and/or any other amounts shall be payable to the Lessor by the Lessee.

- 6.2 The Lessee shall commence payment of the Monthly Rental with effect from the Payment Commencement Date ("First Monthly Rental Payment") and thereafter each month, monthly-in advance on the first day of the month for the remainder of the Lease Period, unless the Agreement is terminated prior thereto.

- 6.3 Unless clearly indicated to the contrary, the Monthly Rental is stated exclusive of Value Added Tax (VAT). The Lessee shall be liable for the payment of VAT on the Monthly

Rentals (where applicable) provided the Lessor furnishes the Lessee with the relevant tax invoices regarding such VAT payment/s.

6.4 The Monthly Rental shall be escalated on **each anniversary of the Effective Date** as stipulated at the rate specified in Annexure D.5 (iv) and in accordance with the method specified in Annexure D.5 (v).

7 **USE OF SITE AND ERECTION / INSTALLATION OF EQUIPMENT**

7.1 The Lessor shall ensure that the Lessee is granted access to the Site at all times during the Lease Period, i.e. 24 (twenty-four) hours per day, 365 (three hundred and sixty five) days per year.

7.2 The Lessee shall utilize the Site for the sole purpose of operating a BTS for GSM including but not limited to 3G technology.

7.3 In order to achieve the objective outlined in 7.2 above, the Lessee shall be entitled, at its own cost, to carry out the Works on the Site in accordance with the drawings attached as Annexure A and to operate the Equipment on an ongoing basis during the Lease Period.

7.4 In addition, the Lessee shall be entitled to lay and/or trench pipes, poles and/or fiber optic cable ("Fiber") over the Property; the Parties shall agree to the route in writing prior to the Lessee effecting the laying and/or trenching as aforesaid. The Lessor shall not unreasonably withhold its consent in this regard.

7.5 Furthermore, should the Lessee require a wayleave over the Property in order to hang its Fiber, the Parties shall agree to the route in writing prior to the Lessee effecting the erection of poles and the hanging of the Fiber. The Lessor agrees to sign such documents as may be required by the Lessee (if required).

7.6 Ownership in and to all Equipment and Fiber in/on/at on the Site and/or over the Property shall at all times remain the property of the Lessee, and the Parties agree that same shall at all times be regarded as moveable property and not accede to the Property. The Lessee shall be entitled, at its own cost, to remove the Equipment and Fiber or any component thereof from the Site at any time during the Lease Period. Upon termination of the



Agreement for whatsoever reason, the Lessee shall be entitled to, or where the Lessor so directs, the Lessee shall remove the Equipment and /Fiber from the Site and shall restore the Site and the Property to its pre-Agreement condition, fair wear and tear excepted, within a period of 60 (sixty) days of the date of such termination.

7.7 The Lessor shall not without the prior written consent of the Lessee, which consent will not be unreasonably withheld, change, alter or interfere with any installation, construction, erection, structure or Equipment in or upon the Site constructed and / or erected, affixed, installed by the Lessee in terms of this Agreement nor shall the Lessor erect, install or affix any items which may be deemed to interfere with or cause obstruction to the normal function and integrity of the Site.

7.8 The Lessee shall ensure that the BTS causes no interference with the reception of television broadcasts within the Property, or interferes with other electronic equipment situated within the Property. In the unlikely event that interference occurs, the Lessee shall have the right to investigate, and, if necessary, obtain an independent opinion as to the cause of such interference. Where such interference is proven to be caused by the BTS, the Lessee shall be permitted a reasonable period within which to rectify the cause of the problem.

7.9 All expenses involved in the assembly, installation, commissioning, operation, maintenance, repair, modification and upgrade of the BTS shall be for the account of the Lessee.

7.10 The Lessee shall abide with all the rules made by the Lessor from time to time in respect of the management and the use of the Property, as advised by the Lessor to the Lessee in writing from time to time in advance prior to implementation. Such rules may among other things be in respect of security, safety, fire, access, parking, common areas, the keeping or attaching of anything (also name-boards) visible from the outside of the Site, delivery, refuse removal and other services. Such rules are to be reasonable according to trade usage and or good business practice.

7.11 The Lessor shall at all reasonable times permit the Lessee and its employees, agents and contractors to have access to the Site for the purpose of carrying out inspections, scheduled and/or special/emergency maintenance and/or to carry out any repairs. The



Lessor is aware that system failure may necessitate work to be conducted other than the scheduled maintenance, calling for twenty four (24) hour access to the Site should the situation so require.

7.12 The Lessor shall at all reasonable times, permit authorised PSTS employees, agents and contractors access to the Site for the purpose of carrying-out inspections, scheduled and / or special maintenance, or to carry out any repairs on PSTS equipment installed on the Site.

7.13 Without derogating from the other provisions of this Agreement, the Lessor shall not be liable to compensate the Lessee for any alterations, additions or improvements made to the Site by the Lessee. However, the Lessee shall be entitled, at its option, to remove such alterations, additions or improvements made to the Site and to restore the Site to its pre-Agreement condition, fair wear and tear excepted.

8. SERVICES/ UTILITIES CONNECTIONS AND CHARGES

8.1 The Lessor hereby authorizes the Lessee to enter into contracts for the direct supply to the Site of such electricity, telephone and any other utilities as may be necessary for the operation of the BTS, and further authorizes the Lessee, at its own cost, to arrange for the installation of a separate electricity sub-meter and of such cabling, whether subterranean or aerial as may be reasonably necessary for the aforesaid purposes and where necessary, across the Lessor's Property along the most convenient route to the Lessor.

8.2 The Lessor shall not, without the prior written consent of the Lessee, attach any electrical appliances to nor interfere with, alter or affect any repairs to the electricity system installed on the Site by or on behalf of the Lessee for the purpose of operating the BTS.

8.3 The electricity on the Site shall be separately metered, and the amount payable by the Lessee for the electricity as determined by the sub-meter installed in terms of 8.1 above, shall be paid by the Lessee directly to the relevant Authority in accordance with the invoices rendered to the Lessee by such Authority from time to time. The Lessee shall furnish proof of the timeous payment of all such amounts to the Authority as and when requested to do so by the Lessor. Should the Lessee fail to pay any such amount



timeously, then the Lessor shall be entitled (but not obliged) to do so on the Lessee's behalf and the Lessee shall be obliged to reimburse the Lessor forthwith on demand.

8.4 Should any of the utilities and/or services supplied to the Site not be separately measured or computed, then the share attributable to the Site and therefore payable by the Lessee to the Lessor shall be a *pro rata* share calculated in the ratio that the Site bears to the total lettable area of the Property or where the Property is not let to the total area of the Property.

8.5 The Lessor warrants to the Lessee that where there is no separate electricity supply to the Site, that all amounts due, owing and payable in respect of the supply of electricity to the Property payable by the Lessor, (with the Lessee's *pro-rata* portion being recoverable as provided for in 8.4 above) to the relevant Authority, shall be timeously paid at all times. The aforesaid provision constitutes a material term of this Agreement. Should the Lessor fail to pay the aforesaid timeously or at all, the Lessee shall be entitled, but not obliged, to pay all such amounts as are due and owing by the Lessor in respect of such electricity supply directly to the relevant Authority. In such event and notwithstanding any other provision in this Agreement to the contrary, the Lessee shall be entitled to set-off any amounts so paid to the Authority from the Monthly Rental/s.

9 RESOLUTIVE CONDITIONS

9.1 In the event of:

9.1.1 the Lessee receiving notification from any relevant Authority that any permit, consent, licence or other such authorisations as the Lessee may be lawfully obliged to obtain or to hold in order to utilise the Site for the purposes of operating a BTS thereon has been refused by such Authority and/or

9.1.2 it being found after technical trials carried out by or on behalf of the Lessee that the Site is not suitable for the purposes of operating a BTS thereon;

then this Agreement shall automatically lapse and be of no further force or effect. Should the Lessee already have taken beneficial occupation of the Site, the Lessee shall arrange, at its own cost, for the removal of any Works and/or Equipment which may have been



installed on the Site and for the re-instatement of the Site to its pre-Agreement condition, fair wear and tear excepted, within a period of 60 (sixty) days.

10

TERMINATION WITHOUT CAUSE

10.1 Without derogating from the conditions set out in clause 9 above, the Lessee shall be entitled to terminate this Agreement on 3 (three) months written notice to the Lessor in the event of:

10.1.1 any change in, the terms of, and/or the total or partial withdrawal of any authorisation, permit or license issued by any Authority which makes the continued operation of the BTS on the Site unlawful or which, in the Lessee's sole opinion, renders such operation economically unviable for the Lessee; and/or

10.1.2 any modification and/or alteration to the Site, the Property, or to its immediate environment being made by the Lessor or by any third party which, in the sole opinion of the Lessee, results in the Site no longer possessing the characteristics necessary for the optimum operation of a BTS; and/or

10.1.3 the technical and/or technological advances made in mobile cellular telecommunications of the GSM type are such as to necessitate the relocation of the BTS to another location or to a site with characteristics that the Site does not possess.

10.2 In the event that the Lessee has obtained all the necessary permits and approvals for the Site but objections from a significant part of the community in the vicinity of the Site are received, either prior to commencement or during construction of the Works, which have the effect of impeding or in any way obstructing construction of such Works on the Site, then the Lessee shall be entitled to convene a community meeting with all parties involved in an attempt to negotiate an amicable solution. Should the parties fail to negotiate an amicable solution and it would be in the interest of the Lessee not to proceed with the construction of the Works on the Site, the Lessee shall be entitled on 3 (three) months written notice to the Lessor to terminate this Agreement. Upon such termination, the Lessor shall have no further claims against the Lessee in respect of rental or any other claims arising from any cause whatsoever, by reason of such termination.



11 DAMAGE OR DESTRUCTION OF THE LEASED PREMISES

11.1. If the Site is in or upon a building or other structure and such building/structure is damaged or destroyed during the currency of this Agreement but nevertheless remains tenable, then:

11.1.1 this Agreement shall continue to be of full force and effect notwithstanding such damage or destruction; and

11.1.2 the Lessor shall at its cost and expense procure that the building/structure upon which the Site is located is repaired and/or rebuilt as soon as is reasonably practical in the circumstances; and

11.1.3 the Lessee shall be entitled to a remission of Monthly Rental pro-rata to the extent to which it is deprived of beneficial occupation of the Site.

11.2. If the Site is in or on a building or other structure and that building/structure is damaged or destroyed during the currency of this Agreement to the extent that it is untenable, then the Lessor shall elect whether or not to cancel this Agreement or to rebuild the Site, and shall give the Lessee written notice of its election within 60 (sixty) days of such damage or destruction.

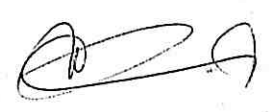
11.3. If the Lessor elects to cancel this Agreement, then same shall be deemed to have terminated on the date of the damage or destruction, and neither party shall have any claim against the other by reason of such cancellation.

11.4. If the Lessor elects to rebuild the building/structure in or upon which the Site is situate, then:

11.4.1. The Lessor shall rebuild the Site at its cost and expense as soon as is reasonably practicable in the circumstances, and

11.4.2. The Lessee shall not be liable for the payment of Monthly Rentals during such period as it may take to rebuild the Site, and

11.4.3. The Lease Period shall be extended on the same terms and conditions by a period equal to such period as it may take to rebuild the building/structure and the Site.



12. IMPROVEMENTS, ADDITIONS, UPGRADES, ADDITIONAL INSTALLATIONS, ALTERATIONS OR STRUCTURAL CHANGES

12.1. Should the Lessor decide to effect improvements, additions, alterations or structural changes to the building or structure upon which the Site is situated, which improvements, additions, alterations or structural changes to the building or structure upon which the Site is situated result in the Lessee having to remove its Equipment or move the Site as a result thereof, then the Lessor shall be liable for the costs incurred by the Lessee in removing the Equipment or moving the Site.

12.2. Should it be necessary for the Lessee to upgrade the Equipment or install additional equipment to the Equipment on the Site, which upgrade or additional installation does not have the effect of increasing the size of the Site, then the Lessee shall, on written notice to *but not* subject to the consent of the Lessor, effect such upgrades and/or additional installations to the Equipment at its own costs, but without having to pay any additional charge in respect of the Monthly Rental to the Lessor.

13. ASSIGNMENT OF AGREEMENT

13.1. The Lessee shall be entitled to cede assign its rights and/or and delegate its and obligations arising from this Agreement to any third party without the written consent of the Lessor first being obtained and the Lessor agrees to the substitution of a new Lessee in this regard (where applicable).

13.2. The Lessee shall be entitled to cede and delegate all of its rights and obligations arising from this Agreement to its holding company or to any of its subsidiaries or to any other company over which the Lessee exercises control as contemplated in Section 12(2) of the Competition Act, 1998 or to any of the other licensed operator of a mobile cellular telecommunications network in South Africa. The Lessee shall notify the Lessor of any such assignment in writing and the Lessor shall accept such assignment.

14. COMPLIANCE

14.1. The Lessee will at all times comply with all laws, by-laws, ordinances, proclamations and regulations relating to the tenancy of the Site.



- 14.2. The Lessee shall not contravene any conditions referred to in the title deed(s) of the Property, which conditions, or a copy of the title deed thereof the Lessor shall make available to the Lessee.

15. INSURANCE

The Lessee shall, at its cost, insure all Equipment installed on the Site by the Lessee for such amount as the Lessee may at its sole discretion consider necessary. The Lessor shall, upon written request to the Lessee, be furnished with a copy of such insurance cover.

16. NO VARIATION

No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties.

17. WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.

18. INDULGENCES AND LENIENCIES

No indulgence, leniency or extension of time which a Party (the "grantor") may grant or show to another, will in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

19. LEGAL COSTS

Should either Party be obliged to institute action against the other for any breach of this Agreement, then without prejudice to any other rights which the innocent Party may have, such innocent Party shall be entitled to recover all reasonable legal costs incurred by it, including attorney and client charges, tracing fees and any collection commission which it is obliged to pay to its attorneys.



20. JURISDICTION

Without prejudice to any party's rights to institute any action or proceedings in any division of the High Court having jurisdiction, the Parties hereby consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings brought against it by the other in connection with this Agreement, notwithstanding that the action or proceedings would otherwise be beyond that jurisdiction.

21. BREACH

21.1. Should the Lessee:

21.1.1. fail to pay the Monthly Rental or any other monies due by the Lessee in terms of this Agreement on the due date thereof, and thereafter fail to make payment thereof within 14 (fourteen) days after the receipt of the Lessor's written demand to such effect; or

21.1.2. commit any breach of any material term of this Agreement and fail to remedy such breach within 14 (fourteen) days after receipt of the Lessor's written notice to the Lessee requiring such breach to be remedied; or

21.1.3. be liquidated or placed under judicial management (whether provisionally or finally);

then and in such event the Lessor shall be entitled, without prejudice to any other claim of any nature whatsoever which it may have against the Lessee as a result of such breach, to cancel this Agreement forthwith and to evict the Lessee from the Site and to claim compensation for any damage suffered by the Lessor.

21.2. Should the Lessor breach any material term of this Agreement and fail to remedy such breach within 14 (fourteen) days of receipt of the Lessee's written notice to the Lessor requiring such breach to be remedied, or should the Lessor be liquidated (whether finally or provisionally), the Lessee shall be entitled in any such event and without prejudice to any other claim of any nature whatsoever which the Lessee may have against the Lessor as a result of such breach, to cancel this Agreement forthwith, and to claim compensation of any damages suffered by the Lessee.



21.3. Should the Lessor cancel this Agreement, and the Lessee disputes the Lessor's right to do so, and remain in occupation of the Site pending the determination of such dispute, the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates thereof and the Lessor shall be entitled to accept and recover such payments without prejudice to the Lessor's claim for cancellation then in dispute.

21.4. Should such dispute referred to in 21.3 between the Lessor and the Lessee be determined in favour of the Lessor, such payments shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor owing to the unlawful holding over of the Site by the Lessee.

22. STAMP DUTY

The Lessee shall pay the stamp duty payable in respect of this Agreement if applicable.

23. INDEMNITY

23.1. The Lessee shall keep the Lessor indemnified at all times against any loss, cost, damage, injury or liability suffered by the Lessor resulting from any action, proceeding or claim made by any person against the Lessor in relation to this Agreement.

23.2. The Lessor shall keep the Lessee indemnified at all times against any claim by any third party relating to breach by the Lessor of the warranty in clause 3.2.

23.3. Neither Party shall be liable to the other for its inability to perform or delayed performance in terms of this Agreement, should such inability or delay arise from any cause beyond the reasonable control of such Party, provided that the existence or happening of such cause has been drawn to the attention of the other Party within a reasonable time of occurrence of such cause.

24. DOMICILIA

24.1. The Parties choose as their *domicilia citandi et executandi* their respective addresses set out or referred to in this clause for all purposes arising out of, or in connection with this Agreement at which addresses all processes and notices arising out of or in connection



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with this Agreement, its breach or termination may validly be served upon or delivered to the parties.

24.2. For the purposes of this Agreement, the Parties's respective addresses shall be:

24.2.1. As regards the Lessor:

Physical Address: 38 Joubert Street

Ladybrand

Postal Address: P.O. Box 64, Ladybrand, 9745

Telefax No: [051] 924 0020

24.2.2. As regards the Lessee:

For Attention: The Property Manager
Cell C (Pty) Ltd
Marion Street Office Park
150 Rivonia Road
Sandown
2057

Private Bag X36
Benmore
2010

Telefax No: (011) 324-4545

or at such other address which the Party concerned may notify the other in writing, provided that a physical address not being a poste restante is included in such notice.

25. NOTICES

25.1. Any notice given in terms of this Agreement shall be in writing and shall:

25.1.1. where delivered by hand be presumed, until the contrary is proved, to have been duly received by the addressee on the date of delivery;



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25.1.2. where posted by prepaid registered post be presumed, until the contrary is proved, to have been received by the addressee on the 14th (fourteenth) day following the date of such posting.

25.1.3. If transmitted by facsimile be presumed, until the contrary is proven, to have been received by the addressee 1 (one) day after successful dispatch.

25.2. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

26. SALE OF PROPERTY

26.1. In the event of the Property of which the Site forms a part being sold or otherwise disposed of to a third party during the term of this Agreement, the Lessor shall:

26.1.1. notify the purchaser of the existence of and the terms and conditions of this Agreement and ensure that the Lessor secures the purchaser's written undertaking to be bound by these terms and conditions; and

26.1.2. furnish the Lessee with the full name(s), address, telephone and fax numbers of the purchaser of the Property; and


26.1.3. the Lessee shall continue to effect payment of the Monthly Rentals to the Lessor until advised otherwise in writing by the Lessor and the purchaser of the Property and the Lessor shall account to the purchaser directly for all amounts so paid by the Lessee; and

26.1.4. the Lessor hereby indemnifies the Lessee against any claim by the purchaser or purchaser's agent for any Monthly Rentals paid in advance by the Lessee to the Lessor and for any legal costs on an attorney and client scale incurred by the Lessee in defending any such claim.

27. INFRASTRUCTURE SHARING

27.1. The Lessor hereby authorizes and grants the Lessee the right to allow any other telecommunications operator licensed in terms of the Telecommunications Act, 1996 to operate a mobile cellular telecommunications network ("operator"), to allow any other

Initial here:



entities and/or suppliers of telecommunication services and / or any other company and / or entity associated with the Lessee to use, share and / or occupy the Site, structures and / or Equipment thereon at no additional to charge to the Lessee or any charge to such third Party; in such event no agreement shall be concluded between such third party and the Lessor.

27.2. Provided that should such use/sharing/and/or occupation result in an increase in the Site size, then the Monthly Rental shall be increased by an amount not exceeding one third of the initial Monthly Rental, which amount will be negotiated and agreed between the Lessor and Lessee by means of a signed addendum to this Agreement; in such event no agreement shall be concluded between such third party and the Lessor.

28. REFUND

In the event that the Lessee paid the Lessor the Monthly Rentals annually in advance and then prior to the end of such year this Agreement is terminated for any reason, then the Lessor shall refund such *pro rata* portion of said annual payment calculated according to the number of months in respect of which the Site was not occupied by the Lessee.

29. DISPUTE RESOLUTION

29.1. -If the Parties are unable to resolve any dispute arising out of or in connection with this Agreement within 7 (seven) days after such dispute having arisen or such extended time period as the Parties may have agreed to in writing, then such dispute shall be submitted to the senior executives/managers of the Parties who shall endeavour to resolve the dispute within 7 (seven) days of it having been referred to them.

29.2. Should the dispute not be resolved in the aforesaid manner, then the dispute will finally resolved in accordance with the Rules and Procedures of the Arbitration Foundation of Southern Africa (the Foundation) by an arbitrator or arbitrators appointed by the Foundation.



FOR CELL C (PTY) LTD

Signed at _____ on _____

Signature: _____

Name (in block letters): _____


Capacity: _____

he/she by his/her signature, warranting that he/she is duly authorised to enter into this Agreement.

Witness: _____

Name (in block letters): _____

FOR THE LESSOR

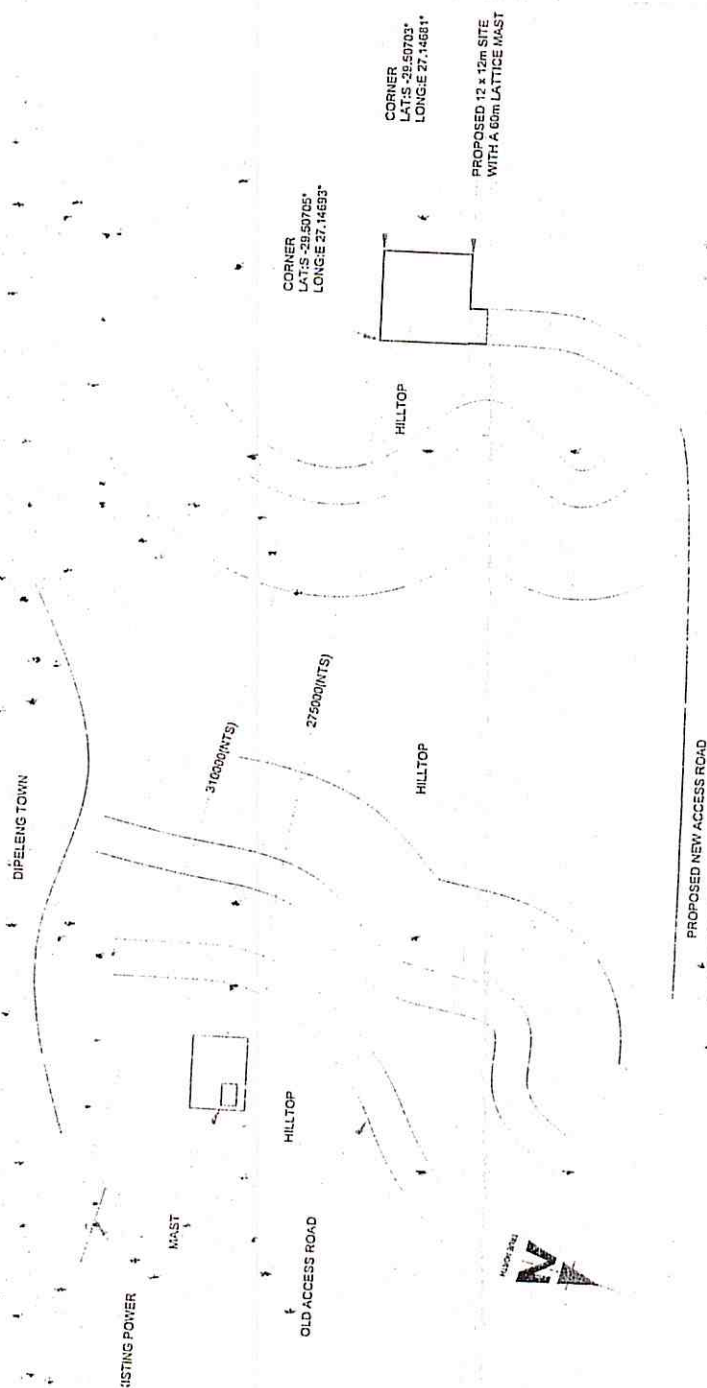
Signed at LADYBRAND on 23 SEPTEMBER 2010Signature: Name (in block letters): C.M. RAMPAICapacity: MUNICIPAL MANAGER

he / she, by his / her signature, warranting that he/she is duly authorised to enter into this Agreement.

Witness: Name (in block letters): E.M. MAKATENG

cell

ANNEXURE A
SITE SKETCH / DRAWINGS



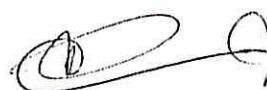
New Standard BTS Lease – 17 September 2009

Initial here: Cum

ANNEXURE B

- 1.1. A radio mast and antennas: mast height equal or less than 60.m high
- 1.2. An equipment container
- 1.3. Such fences and/or other structures or equipment for security and /or safety purposes, if applicable or necessary
- 1.4. Foundations, flooring, paving and other related and accessory structures thereto, if applicable or necessary
- 1.5. The Lessee's signage with dimensions 1900 x 1000 mm
- 1.6. All warning signs for security and/safety purposes.

Notwithstanding the above, the Lessee shall be entitled to erect and install any other additional fixtures, fittings and equipment and perform any additional work it may deem necessary for the purposes of installing, housing and operating a BTS and the Lessor will not prevent the Lessee from carrying out any such additional work.



ANNEXURE C

RESOLUTION / DELEGATION OF AUTHORITY (attach if applicable)

RESOLUTION

Entity: MANTSOPA LOCAL MUNICIPALITY

Registration Number/ID Number: _____

At a meeting held on this 30TH day of JUNE 2010at EXCELSIOR

it was resolved to authorise:

CONSTANCE LINEO MASEFORA RAMPAL
(full name of authorised person)

To sign all documentation necessary and required in order to;

1. enter into a lease agreement with Cell C (Pty) Ltd;
2. apply to the relevant governmental authorities for the required permits,

to establish a base transceiver station on the property registered and known as:

SITE 6115, REMAINDER OF THE FARM DORPSGRENDEN VAN HOUTHOUSESSY
LADYBRAND RD

Signature (not the same person as authorised above)

Signatory name: EDWARD MOTHEBI MAKATENGCapacity: CHIEF HOUSING & PROTECTION SERVICES

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Initial here: Cam

ANNEXURE D

cell

LEASE AGREEMENT DATA			
1. SITE INFORMATION			
i.	SITE NUMBER:		6115
ii.	SITE NAME:		Hobhouse
iii.	REGION:		Central
iv.	SITE ADDRESS:		Farm Dorps Gronden van Hobhouse
v.	PROVINCE:		Ladybrand District
vi.	SQUARE METERS OF LEASED PROPERTY:		Free State
vii.	PROPERTY DESCRIPTION (ERF / FARM NUMBER):		144m ²
viii.	ROUTE:		Remainder of the farm Dorps Gronden van Hobhouse 557, Ladybrand RD
ix.	SITE TYPE:	GREENFIELD	YES <input type="checkbox"/> NO <input type="checkbox"/>
		ROOFTOP	NO <input type="checkbox"/> OTHER <input type="checkbox"/>

2. OWNER DETAILS				PLEASE INITIAL
i.	LESSOR'S NAME:			MANTSOPA LOCAL MUNICIPALITY
ii.	IDENTITY NUMBER: (if natural person)			
iii.	REGISTRATION NO (IF COMPANY / CC / TRUST)			
iv.	LESSOR'S DOMICILIUM EXECUTANDI:			
				38 Joubert Street
v.	POSTAL ADDRESS:			Ladybrand
				P.O. Box 64
				Ladybrand
				9745
vi.	CONTACT NAME #1:	Mr. I.D Liba <i>Me. CLM RAMPAL</i>		
	Tel:	[051] 924 0654	Fax:	[051] 924 0020
vii.	CONTACT NAME #2:			Email: mantsopamun@xsinet.co.za
	Tel:		Cell:	

3. BANK DETAILS				PLEASE INITIAL
i.	ACCOUNT PAYEE NAME:	MANTSOPA LOCAL MUNICIPALITY		
ii.	POSTAL ADDRESS:	P.O. BOX 64		
		LADYBRAND 9745		
iii.	BANK NAME:	ABSA		
iv.	BRANCH NAME:	LADYBRAND		
v.	BRANCH CODE:			
vi.	ACCOUNT NUMBER:	2020000050		
vii.	ACCOUNT TYPE:	CHEQUE <input checked="" type="checkbox"/>	TRANSMISSION <input type="checkbox"/>	SAVINGS <input type="checkbox"/>
				OTHER <input type="checkbox"/>

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Initial here: *Cm*

[Signature]

cell C

4.	ELECTRICITY SUPPLIER	
i.	SUPPLIER/ LOCAL AUTHORITY:	ESCOM
ii.	PAYEE NAME:	
iii.	ACCOUNT NUMBER	
iv.	REFERENCE NUMBER	
v.	CONTACT NAME AND TEL NO	
vi.	NEW/ EXISTING CONNECTION:	

5.	CONTRACTUAL DETAILS		PLEASE INITIAL <input checked="" type="checkbox"/>
i.	EFFECTIVE DATE:	REFER TO CLAUSE 1.1.5	
ii.	CONTRACT PERIOD:	9 YEARS 11 MONTHS	
iii.	OPTION PERIODS:	2 X 5 YEARS	
iv.	ESCALATION PERCENTAGE:	7 %	
v.	ESCALATION METHOD:	COMPOUNDED ANNUALLY	
vi.	ESCALATION STARTING DATE:	ON FIRST ANNIVERSARY OF EFFECTIVE DATE	
vii.	ESCALATION FREQUENCY:	ANNUALLY	
viii.	ACCESS HOURS:	24 HOURS / 365 DAYS	(FOR CONSTRUCTION AND MAINTENANCE PURPOSES)
ix.	ACCESS NOTES:		

6.	MONTHLY RENTAL AMOUNTS (EXCL VAT)		PLEASE INITIAL <input checked="" type="checkbox"/>
i.	SITE RENTAL:	CELL C	
ii.	ELECTRICITY:	R 2 500.00	
iii.	TOTAL:	R	
		R 2 500.00	
iv.	PAYMENT FREQUENCY:	MONTHLY	
v.	METHOD OF PAYMENT:	EFT	
vi.	VAT PAYABLE:	NO	(If yes, please attach copy of vat registration certificate)
vii.	VAT REGISTRATION NUMBER:		

7.	STAMP DUTY		PLEASE INITIAL <input checked="" type="checkbox"/>
i.	CELL C TO PAY:		
ii.	EXEMPT:	YES	NO

8.	NOTES		PLEASE INITIAL <input checked="" type="checkbox"/>

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cell

ELECTRONIC BANK TRANSFER FORM

Please credit the following account with any payments due to the undersigned:

BTS SITE NUMBER												
ACCOUNT NUMBER	2 0 2 0 0 0 0 0 5 0											
LESSOR'S FULL NAMES	MANTSOPA LOCAL MUNICIPALITY											
LESSOR'S ACCOUNT NAME												
NAME OF BANK/BUILDING SOCIETY	ABSA											
TYPE OF ACCOUNT	CHEQUE	<input checked="" type="checkbox"/>	TRANSMISSION	<input type="checkbox"/>	SAVING	<input type="checkbox"/>	OTHER	<input type="checkbox"/>				
NAME OF BRANCH	LADYBRAND											
BRANCH CODE	6 3 2 0 0 5											

We certify that the above banking details are correct as at the date of signature hereof and we accept responsibility to inform Cell C (Pty) Ltd, in writing, of any changes in our banking details.

We hereby indemnify and hold Cell C (Pty) Ltd harmless against any loss, expense (including professional fees and disbursements) which we may incur or claim which we may have as a result of our failure to furnish the correct banking details and/or to timeously inform Cell C, in writing, of any changes to our banking details.

Signed on behalf of Lessor

[Signature]

Date 20/09/14

