

vodacom

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|------------------------------|----------------------|
| SITE IDENTIFICATION NUMBER : | 003345 |
| SITE IDENTIFICATION NAME : | Campbell Access Road |

AGREEMENT FOR USE OF ACCESS ROAD
BETWEEN

Siyancuma Local Municipality

the Grantor described more fully in "Annexure 1" attached to this agreement ("the Grantor")

AND

VODACOM (PROPRIETARY) LIMITED

the Grantee described more fully in Clause 11.4.2.1 ("the Grantee")

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This document, when signed by both parties will constitute a binding agreement between the parties regarding the use by the Grantee of an access road across or along the property more fully described in "Annexure 1" attached to this agreement ("the Property").

1. THE PARTIES

The Parties to this agreement are Vodacom (Proprietary) Limited ("the Grantee") and Siyancuma Local Municipality ("the Grantor")

2. GRANT OF RIGHTS TO USE

The Grantor hereby grants to the Grantee the right to use the access road across the Property for the purposes set out below.

The Grantee shall be entitled to allow any other entities and/ or suppliers of telecommunication services and / or any other company and / or entity associated with Vodacom (Pty) Ltd to use and / or share its right to use the access road across the Property on terms not in conflict with this agreement, subject to the approval thereto by the Grantor, such approval not to be unreasonably withheld. In relation to each such allowance the consideration referred to in clause 7- Shall be increased by an amount not exceeding one third of thereof and subject to this increase having being requested by the Grantor.

3. PURPOSE OF USE

The purpose for which the Grantee wishes to use the access road is to gain access to its radio telecommunications mast located at the Telkom mast in Cassel on the adjacent/adjoining Property.

4. PERIOD OF USE

Notwithstanding the date of signature hereof, this agreement shall be deemed to have commenced on the commencement date and shall expire on the termination date as set out in Annexure 1. Provided the Grantee has complied with all the terms and conditions of this agreement, the Grantee shall have an option to extend this agreement for a further period as stated in Annexure 1 upon the same terms and conditions, or upon such terms and conditions as the parties may by agreement determine. The said option shall be exercised on written notice given not less than 3 (three) months prior to the expiry of the initial period.

5. OBLIGATIONS OF THE GRANTOR


The Grantor shall;

- 5.1 allow the Grantee, its agents, employees or contractors unfettered access to the road at all reasonable times;
- 5.2 ensure that no obstacles of any nature whatsoever are placed on the road so as to hinder or prevent passage thereon or access through it.

6. OBLIGATIONS OF THE GRANTEE

The Grantee shall at all times ensure that the entrance or gates leading to the access road shall be locked during the times that the Grantee, its employees, agents or contractors carry out construction or maintenance work on the mast or the equipment surrounding it.

7. PAYMENT

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In consideration for the rights granted to the Grantee here under, the Grantee shall pay to the Grantor an amount of R1000-00 (One Thousand Rand) per month. Escalation in respect of the aforesaid consideration is applicable and shall be effected annually; the aforesaid escalation shall be based on the latest core monthly inflation rate published and issued prior to the escalation date by the Central Statistic Services but shall not be greater than 10% per annum. For the purposes of this clause, the escalation date shall mean the anniversary date of this agreement. It is recorded that the amount due for each year of this agreement shall be payable annually in advance on or before the first of each an every succeeding year, with effect from **1 July 2013**, provided that the first due payment date in respect of the aforesaid amount shall be 30 (thirty) days after date of last signature of this agreement or 30 (thirty) days after the commencement date, whichever is the later date.

When applicable the Grantee shall be liable for the payment of Value Added Tax and any other taxes, (save for the Grantor' s normal income tax) in relation to the amount payable in terms of this agreement. The Grantor shall issue VAT certificates to the Grantee in accordance with the payment requirements of this agreement.

8. GOVERNING LAW

This agreement shall be interpreted in accordance with the laws of the Republic of South Africa. Each of the parties shall be entitled to institute action in any Magistrate' s Court having jurisdiction in terms of Section 28 of the Magistrate' s Act No 32 of 1944 as amended, notwithstanding that the value or the matter in dispute exceeds the jurisdiction of such court, and without prejudice to each party' s right to institute action in an appropriate division of the High Court of South Africa.

9. DISPUTES

9.1 Subject to 9.2 below, any disputes which may arise under this agreement shall be determined by the President for the time being of the South African Institute of Valuers or his duly appointed representative, whose decision shall be final and binding on both parties. Each of the parties shall be liable ~~equally for~~ for their own costs arising from the settlement of such dispute.

9.2 Should there be any disagreement between the parties as to whether a dispute is of a legal, financial, property or other nature, then such dispute shall be deemed to be a legal dispute. In such circumstances, it shall be determined by the President of the Transvaal Law Society or its successor in title.

10. BREACH

Should any party commit a breach of any provision of this agreement and fail to remedy such breach within 30 (thirty) days after receiving written notice from the other party requiring it to do so, the aggrieved party shall be entitled to cancel this agreement and claim specific performance of any of the obligations of the defaulting party without prejudice to the aggrieved party' s right to claim damages.

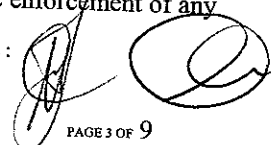
11. GENERAL

11.1 This agreement constitutes the whole record of the matters which the parties have agreed upon. No agreements, representations or warranties between the parties other than those set out herein, shall be binding on the parties.

11.2 No addition to or variation, agreed cancellation or novation of this agreement, and no waiver of any right arising from this agreement shall be of any effect unless reduced to writing and signed by each of the parties or their duly authorized representatives.

11.3 No latitude, extension of time or other indulgence which may be given or allowed by one party to another in respect of the performance of any obligation here under or the enforcement of any

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right arising from this agreement, and no single or partial exercise of any right by any party shall be construed as an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of the party's rights arising from this agreement, or prevent such party from enforcing, at any time and without notice, strict and punctual compliance with the provisions of this agreement.

11.4 Should any party request the registration of this agreement in any Deeds Registry against the title deed of the property, the parties shall procure that the necessary land surveyor's diagram shall be drawn up (if necessary), that this agreement be notarially executed, and that such notarial deed shall be registered against such title deed, so as to effect such registration on the basis that the cost will be born by the party requesting such registration.

11.5 Notices and Domicilium

11.5.1 The parties choose as their domicilia citandi et executandi their respective addresses provided for in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices in connection with this agreement, may validly be served upon or delivered to the parties.

11.5.2 For purposes of this agreement the parties' respective addresses shall be -

11.5.2.1 as regards the Grantee at Vodacom Corporate Park, 082 Vodacom Boulevard, Vodavalley, Midrand;

11.5.2.2 as regards the Grantor at the address set out in Annexure 1 hereto

or at such other address, not being a post office box or poste restante, of which the party concerned may notify the others in writing.

11.5.3 Any notice given in terms of this agreement shall be in writing and shall -

11.5.3.1 if delivered by hand shall be presumed, until the contrary is proved, to have been duly received by the addressee on the date of delivery;

11.5.3.2 if posted by prepaid registered post shall be presumed, until the contrary is proved, to have been received by the addressee on the 8th (eighth) day following the date of such posting;

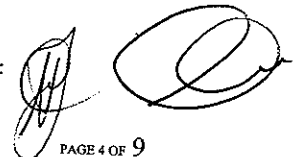
11.5.4 Notwithstanding anything to the contrary in this agreement, a written notice of communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

12. FORCE MAJEURE

12.1 Neither party shall be liable to the other for inability to perform or delayed performance in terms of the agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event").


12.2 For the purposes of this clause a force majeure event shall without limitation of the generality of the foregoing, be deemed to include strikes, lock outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, ex or foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightning, act of local or national Government Martial Law or any other cause beyond the reasonable control of the party effected.

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13. SKETCH PLAN OF ACCESS ROAD

13.1 See Annexure A.

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FOR THE GRANTOR:

SIGNED at

Douglas

on

22nd May

2013

GRANTOR:

(Who warrants his authority)

Name in block letters:

Hastings NEL

WITNESS:

FOR VODACOM (PROPRIETARY) LIMITED:

SIGNED at

on

2013

GRANTEE:

(Who warrants his authority)

Name in block letters:

WITNESS:

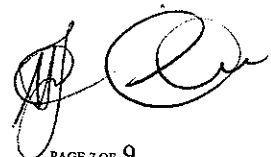
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| SCHEDULE OF AGREEMENT | | | |
|---|-------------------------|------------------|------------------|
| SITE INFORMATION | | | |
| SITE IDENTIFICATION NUMBER | 003345 | | |
| SITE IDENTIFICATION NAME | Siyancuma Municipality | | |
| REGION | Central | | |
| SITE ADDRESS | 3.5 KM OUTSIDE CAMPBELL | | |
| SQUARE METERS OF LEASED PROPERTY | Access Road | | |
| ERF NUMBER | - 1 Campbell | | |
| ROUTE | Rural | | |
| NETWORK: (GSM / C450) | GSM | | |
| GRANTOR OF ACCESS ROAD PROPERTY AND PAYMENT DETAILS | | | |
| GRANTOR' S NAME | Siyancuma Municipality | | |
| DOMICILIUM EXECUTANDI | | | |
| POSTAL ADDRESS | P.O.Box 135 | | |
| | Douglas | | |
| | 8730 | | |
| CONTACT NAME #1 | Koos | CONTACT NAME #2 | Charlene Zealand |
| TELEPHONE NUMBER | 053 298 1810 | TELEPHONE NUMBER | 053 298 1810 |
| FAX NUMBER | 053 298 3141 | FAX NUMBER | |
| CELL NUMBER | | CELL NUMBER | |
| CHEQUE PAYEE NAME | | | |
| POSTAL ADDRESS | P.O.Box 135 | | |
| | Manyeding | | |
| | 8730 | | |
| BANK NAME | Standard Bank | | |
| BRANCH NAME | Douglas | | |
| BRANCH CODE | 050003 | | |
| ACCOUNT TYPE | Current | | |
| ACCOUNT NUMBER | 041 667 336 | | |

ANNEXURE 1 (Continued)

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ANNEXURE 1 (Continued)

ELECTRICITY SUPPLIER

| | |
|------------|-------|
| SUPPLIER | Eskom |
| PAYEE NAME | Eskom |

CONTRACTUAL DETAILS

| | |
|--------------------------|-------------------|
| COMMENCEMENT DATE | 1 July 2013 |
| TERMINATION DATE | 30 June 2018 |
| AGREEMENT PERIOD | 5 years |
| OPTION PERIOD | 4 years 11 months |
| ESCALATION METHOD | CPI |
| ESCALATION FREQUENCY | Annually |
| ESCALATION STARTING DATE | 1 July 2013 |
| ESCALATION PERCENTAGE | CPI |

MONTHLY RENTAL AMOUNTS (EXCL. VAT)

| | VODACOM | OTHER | TOTAL | PERIOD (Frequency of payment: Annually or Monthly) | METHOD |
|---------------------------|-----------|-------|----------|--|--------|
| SITE RENTAL | N/a | N/a | N/a | N/a | N/a |
| ACCESS RENTAL | R 1000-00 | N/a | R1000-00 | Annually in advance | EFT |
| ELECTRICITY ACCESS RENTAL | N/a | N/a | N/a | N/a | N/a |
| ELECTRICITY CONSUMPTION | N/a | N/a | N/a | N/a | N/a |
| TOTAL | R1000-00 | N/a | R1000-00 | N/a | N/a |

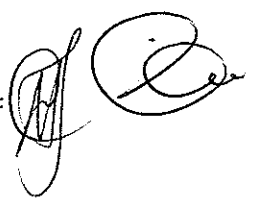
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| VAT PAYABLE: (YES OR NO) | |
| VAT REGISTRATION NUMBER | |

STAMP DUTY

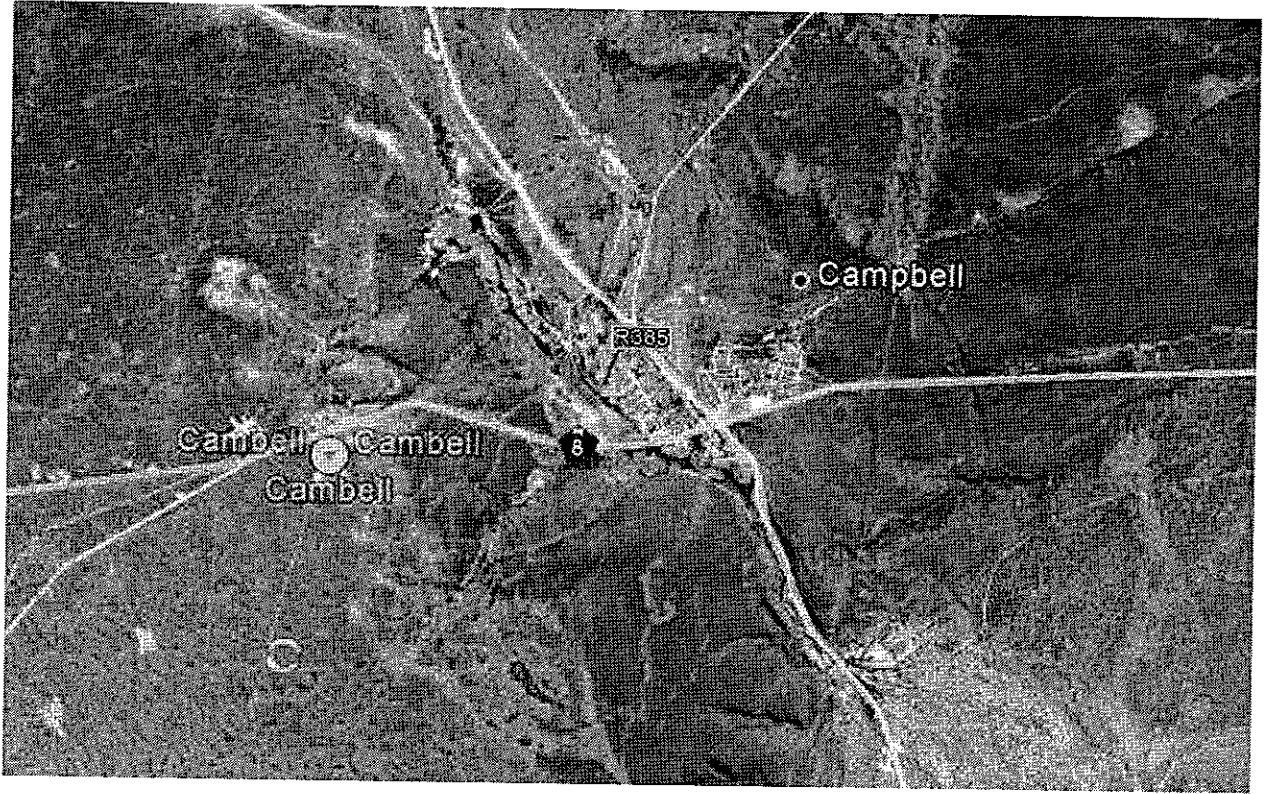
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|------------------------------|-----|
| GRANTEE TO PAY | Yes |
| GRANTEE TO REIMBURSE GRANTOR | N/a |
| EXEMPT | N/a |

NOTES

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SKETCH PLAN OF ACCESS ROAD



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