



SENTECH
connecting You

**AGREEMENT OF LEASE
FOR THE USE OF THE ACCESS ROAD**

Between

Karoo District Municipality, De Aar
(hereinafter referred to as the "Lessor")

herein duly represented by

Abraham Petrus Marais

And

Zamani Saul

(In their capacity as Executive Mayor and Muncial Manager respectively
and duly authorised thereto)

and

SENTECH LTD

(hereinafter referred to as "Sentech" the "Lessee")

(Registration Number: 1990/00179/06)

herein duly represented by

ZUNAID ADAMS

(in his capacity as Legal & Property Manager and duly authorised thereto)

Whereas the Lessee has applied to the Lessor for the use of the access road, C33 Carnarvon, to enable access to the Sentech transmitter site. Attached marked "A".

Whereas the Lessor agreed to grant Sentech staff and sub contractors the right of way.

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Whereas the parties hereto have reached consensus regarding the lease of the access road.

Now therefore it is hereby agreed as follows:

1. **AGREEMENT OF LEASE**

The Lessor grants access to the Lessee over C33 Carnarvon, belonging to the Lessor in terms of the use of the access road. In the case of the signatory not being the direct owner of the aforementioned site, Confirmation of Designated Agent must be provided by the landlord / governing body for attachment to this agreement as Annexure B.

2. **DURATION OF LEASE**

The lease shall continue for a period of **nine (9) years and eleven (11) months**, the first day of which the period shall commence on **1st March 2004** and terminating on the **1 February 2014**. Sentech shall, however, have the option to renew the lease for similar periods providing that Sentech shall inform the Lessor in writing of its intention to renew the lease at least three months prior to the termination date of this agreement.

4. **RENTAL**

The Lessee shall pay to the Lessor the sum of **R 4500.00** (four Thousand Five hundred rand) per annum excluding VAT payable in advance upon receipt of invoice, subject to an annual escalation of **8%**, as and for the use of the access road.

5. **ACCESS ROAD MAINTENANCE**

The Lessor will maintain the road to a reasonable state of repair for use by Sentech's vehicles. The Lessor also guarantees and shall ensure that the Tenant has **24 (hours) per day 365 (days a year)** access to the road utilised by the Tenant.

6. **BREACH OF CONTRACT**

Should Sentech breach any of the stipulations governing this agreement, or fail to perform the same properly, the Lessor shall give Sentech written notice to correct such breach within **30 (thirty) days** of the date of the notice, failing which the Lessor shall be entitled to terminate the agreement immediately by written notice.

7. **INDEMNITY**


Sentech by its signature hereof indemnifies the Lessor against any actions, proceedings, claims, and demands, costs, damages and expenses which may be levied, brought, made or claimed or sued against the Lessor by reason of Sentech's use of the access road hereby let to Sentech and indemnifies the Lessor against any claims of whatsoever nature arising out of Sentech's use of the road hereby let, including any claim howsoever arising out of, or resulting from installations,

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maintenance and the operation of transmission equipment on the Bailey Peak site by Sentech.

8. LIABILITY FOLLOWING INTERFERENCE

It is specifically agreed between the parties that the Lessor shall in no way be liable to Sentech for transmission interference which may be caused either by any of the Lessor's systems or any electro-magnetic, electrical or electronic equipment operated by the Lessor upon the use of the access road or in any other place whatsoever.

9. JURISDICTION

Should any dispute arising out of this lease lead to litigation between the parties hereto, such litigation may be instituted either in the relevant division of the Supreme Court of South Africa or in the Magistrate's Court having territorial jurisdiction.

The Parties agree that all correspondence and notices will be in English.

10. DOMICILIA

The parties hereto respectively choose the following addresses as their domicilia citandi et executandi:

COMPANY	PHYSICAL ADDRESS	TELEPHONE NO.
Karoo District Municipality, Culvert Road, De Aar	Private Bag X1012 De AAR 7000	053 631 0891 (P) 053 631 2529 (F) Email: pixley@telkomsa.net
SENTECH LTD	Private Bag X08, Honeydew, 2040 Roos Street, Augusta Building, Fourways Golf Park, Fourways.	011 691 7007 (P) 011 691 7111 (F)

to which all notes shall, for the purpose hereof, be submitted.

11. HEAD NOTES

The head notes appearing in this contract shall in no way influence the interpretation of the provisions of this agreement.

Sg

KZCN

[Signature]

[Signature]

[Signature]

[Signature]

Thus done and signed at DE AAR on this 05 day of MARCH 2004.

As witnesses:

1. [Signature]

2. [Signature]

[Signature]
AMANI SAUL
Name & Surname

As witnesses:

1. [Signature] daba

2. [Signature]

[Signature]
ABRAHAM PETRUS N. VAKAJE
Name & Surname

Thus done and signed at Jansway on this 23 day of March 2004

As witnesses:

1. [Signature]

2. [Signature]

[Signature]
SENTECH LTD
3. Aadan
Name & Surname

