

AUTHORISATION, APPROVAL AND SIGN-OFF SHEET





APPROVAL TYPE	Capital Release E66		Tender Process	
	Contract / Agreement	X	Confinement	
	Motivation		HR Appointment/ Promotion	
	Project Charter		Financial Authorisation	
	Motor Vehicles			

DEPARTMENT	VALUE	REQUESTOR	DATE
COMMERCIAL	R 0.00	S.MLAMBO	27-07-2015

PROJECT / CONTEXT	KOMATILAND FOREST – MAIN AGREEMENT - TS 30/232
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DESCRIPTION	FACILITY LEASING
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FOR FINANCIAL APPROVALS	Budgeted for?		Cost Centre	
	Budget available?		Cost Element	

POSITION/ROLE	NAME	SIGNATURE	DATE
Senior Legal Counsel	Zunaïd Adams		30/7/15
Head: NOP	Zane Mannell		28/7/2015
Manager	Thami Zwane		27/07/2015
Commercial Administrator	Sililo Mlambo		27-07-2015

Business Relevance / Motivation / Urgency

Signoff

Precedent Agreement For

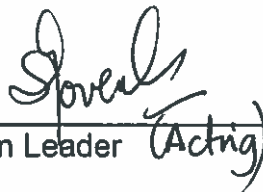
KOMATILAND FOREST – MAIN AGREEMENT - TS 30/232 FACILITY LEASING

This serves to confirm that the attached document is the same as the precedent as signed off by Legal. Any changes that have been attended to excluding inclusion of names and addresses of the parties, commencement and termination dates have been highlighted for your attention.

We further confirm that the amount charged is correctly reflected and it is the current applicable tariff in the annexure. We confirm that no other changes have been effected. We also confirm that the relevant TCC Manager and other Departments have been consulted and consent to accommodate client received.



Sililo Mlambo
Commercial Administrator



Team Leader (Acting)



ELECTRONIC COMMUNICATIONS FACILITIES LEASING MASTER AGREEMENT

between

SENTECH LIMITED

and

KOMATILAND FORESTS (PTY) LTD

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1. PARTIES

1.1 The Parties to this Agreement are –

1.1.1 Sentech Limited; and

1.1.2 **KOMATILAND FORESTS (PTY) LTD**

1.2 The Parties agree as set out below.

2. INTERPRETATION

2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1 "**Act**" means the Electronic Communications Act, 36 of 2005;

2.1.2 "**AFSA**" means the Arbitration Foundation of Southern Africa;

2.1.3 "**Agreement**" means the terms and conditions set out in clauses 1 to 35 together with any schedules, annexes and appendices hereto and all Leasing Schedules executed under this agreement, as each may be amended from time to time;

2.1.4 "**Authority**" means the Independent Communications Authority of South Africa, established in terms of the Independent Communications Authority of South Africa Act, 13 of 2000, or its successor in title;

2.1.5 "**Change Note**" means a document generated in terms of clause 10 which sets out the required detail in respect of any requested or proposed change to a Leasing Schedule;

2.1.6 "**Change Request**" means a written proposal by either Party in terms of clause 10 setting out in detail the recommended revision, amendments, alterations or any changes to a Leasing Schedule;

2.1.7 "**Charges**" means Fees and other charges levied by Sentech in terms of a Leasing Schedule;

2.1.8 "**Confidential Information**" means any information or data which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or



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any third party, or which is provided or disclosed in confidence; and which such Party or any person acting on its behalf may disclose or provide to it or which may come to the knowledge of such Party by whatsoever means and includes –

- 2.1.8.1 any information or data relating to a Party's business affairs or affairs which are of a technical, financial and operational nature, including product information, know-how, design rights, trade secrets, patents, trademarks, software, basic and applied technology, system and procedural information, market opportunities and Lessees;
- 2.1.8.2 information in this Agreement that, upon the request of a Party in terms of clause 4D of the ICASA Act read with section 45 of the Act, the Authority has determined may be treated as confidential information;
- 2.1.9 "CPI" means the weighted average of the consumer price index for all areas, groups and all items, published by Statistics South Africa in its quarterly bulletin in respect of "all items", or if the calculation of such index is ceased, the most similar index, as compiled and published by Statistics South Africa or anybody authorised in its stead, in terms of the Statistics Act, No. 66 of 1976, to compile and publish national statistics;
- 2.1.10 "Effective Date" means the date on which this Agreement is filed with the Authority as required in terms of the Regulations;
- 2.1.11 "Electronic Communications Facility" shall bear the meaning ascribed thereto in the Act;
- 2.1.12 "Electronic Communications Network" shall bear the meaning ascribed thereto in the Act;
- 2.1.13 "Electronic Communications Network Service Licensee" shall bear the meaning ascribed thereto in the Act;;
- 2.1.14 "Facilities" means the Electronic Communication Facilities leased by Sentech in terms of terms of this agreement;
- 2.1.15 "Fees" means the fees set out in the Leasing Schedule;
- 2.1.16 "Force Majeure Event" means any circumstances beyond the Parties' reasonable control including, without limitation, war, national emergency, civil



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disturbance, theft, fire, flood, explosion, natural disaster, unusually severe weather conditions, prohibitive legislation or regulations, failure of power or utility supplies (including electronic communications) and ice falling on any masts;

- 2.1.17 **"Leasing Schedule"** means the individual leasing schedules executed by the Parties in terms of this Agreement, specifying the Facilities to be leased and specific terms and conditions relating thereto;
- 2.1.18 **"Lessee"** means Komatiland Forests (Pty) Ltd, registration number 2000/023152/07, a limited liability [public] **OR** [private] company duly incorporated in the Republic of South Africa;
- 2.1.19 **"Lessee Equipment"** means equipment belonging to the lessee that is to be located at the Sites as specified in the Leasing Schedule;
- 2.1.20 **"Master Agreement"** means the terms and conditions set out in the main body of this Agreement, comprising clauses 1 to 35 of this Agreement;
- 2.1.21 **"Parties"** means the parties to this Agreement;
- 2.1.22 **"Prime Rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day year irrespective of whether or not the year is a leap year, , as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;
- 2.1.23 **"Regulations"** means facilities leasing regulations prescribed by the Authority in terms of section 38 of the Act, published under Notice No 9295 in *Government Gazette* No 33252 on 31 May 2010;
- 2.1.24 **"Security Procedures"** means security procedures and procedures prescribed by Sentech in its reasonable discretion from time to time"
- 2.1.25 **"Sentech"** means Sentech Limited, registration number 1990/001791/06, a limited liability public company duly incorporated in the Republic of South Africa;
- 2.1.26 **"Signature Date"** means the date of signature of this Agreement by the Party last signing; and
- 2.1.27 **"Site"** means the sites owned or leased by Sentech and which are specified in



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the Leasing Schedule as locations where Facilities are leased or Lessee Equipment co-located;

2.1.28 "VAT" means value added tax at the rates specified in the VAT Act; and

2.1.29 "VAT Act" means the Value Added Tax Act, No. 89 of 1991.

2.2 In this Agreement -

2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;

2.2.2 an expression which denotes -

2.2.2.1 any gender includes the other genders;

2.2.2.2 a natural person includes a juristic person and *vice versa*;

2.2.2.3 the singular includes the plural and *vice versa*;

2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and

2.2.3 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

2.3 Any reference in this Agreement to -

2.3.1 "business day" is any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time

2.3.2 "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day and any reference to time shall be based upon South African time;

2.3.3 "days" shall be construed as calendar days unless qualified by the word "business";

2.3.4 "laws" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental body or regulator; and the common law, and "law" shall have a



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similar meaning; and

- 2.3.5 **"person"** means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 2.4 The words **"include"** and **"including"** mean "include without limitation" and "including without limitation". The use of the words **"include"** and **"including"** followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10 If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.11 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.12 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.



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- 2.13 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.14 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.15 Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.16 In this Agreement the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to this Agreement.

3. INTRODUCTION

- 3.1 Sentech is an Electronic Communications Network Service Licensee and is required to lease Electronic Communications Facilities to any person licensed in terms of the Act and to persons providing services pursuant to a licence exemption, provided the request is reasonable.
- 3.2 The Lessee has requested, in terms of the Regulations, that Sentech lease the Facilities to it and Sentech is willing to lease the Facilities to the Lessee on the terms and conditions contained in this Agreement.
- 3.3 The Parties therefore wish to record in writing their agreement in respect of the above and matters ancillary thereto in accordance with the provisions of the Act.

4. CREDIT VETTING AND SECURITY

Sentech reserves the right to conduct credit vetting on the Lessee and to require a bank guarantee that is equivalent to 3 (three) months' Fees in the event that the Lessee –

- 4.1 has civil judgements granted against it or its directors;
- 4.2 has poor credit rating or one or more of its major shareholders has a poor credit rating;



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- 4.3 is an entity that is not a public or private company; or
- 4.4 (or its holding company) has a trading history of less than 2 (two) years from the date of the first request to lease Facilities.

5. COMMENCEMENT AND DURATION

- 5.1 Save for clause 11 which shall commence upon the Signature Date, this Agreement (which contains the umbrella terms and conditions applicable to all Leasing Schedules) shall commence on the Effective Date and continue thereafter indefinitely unless terminated by either Party in accordance with the Regulations.
- 5.2 Each Leasing Schedule (including the first Leasing Schedule which is attached hereto as Annexure) shall endure for the initial term specified therein calculated from the date that Leasing Schedule is filed with the Authority in terms of the Regulations. Thereafter, unless otherwise specified in the Leasing Schedule concerned, the Leasing Schedule will continue indefinitely unless that Leasing Schedule is terminated in accordance with the Regulations.

6. LEASING SCHEDULES

- 6.1 Each Leasing Schedule shall include details specific and relevant to the Facilities leased in terms of that Leasing Schedule as well as any variations to the standard terms and conditions contained in this Agreement.
- 6.2 Each Leasing Schedule shall contain the following details if relevant to the Facilities being leased –
- 6.2.1 the effective date and duration;
- 6.2.2 the technical scope of the Electronic Communications Facilities leased, including -
- 6.2.2.1 a description of the Facilities;
- 6.2.2.2 a description of the purpose for which the Facilities are leased;
- 6.2.2.3 a description of the technical specifications of the facilities and technical standards of the Parties;
- 6.2.2.4 the location of the Facilities;

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- 6.2.2.5 the mechanisms for changes to the Leasing Schedule if different to those specified in this Agreement,
- 6.2.3 infrastructure sharing and co-location arrangements over and above those contained in this Agreement including-
 - 6.2.3.1 availability of Electronic Communications Facilities for sharing and/or co-location;
 - 6.2.3.2 infrastructure sharing and co-location procedures;
 - 6.2.3.3 security procedures and requirements;
 - 6.2.3.4 supplementary services required, such as power supply;
 - 6.2.3.5 access procedures;
- 6.2.4 billing and settlement procedures if different to those contained in clause 12;
- 6.2.5 the applicable Charges;
- 6.2.6 mechanisms for review of Charges if different to those contained in clauses 9 and 10;
- 6.2.7 service levels and quality of service obligations;
- 6.2.8 penalties;
- 6.2.9 testing and maintenance;
- 6.2.10 fault reporting and repair;
- 6.2.11 service level disputes;
- 6.2.12 network protection and safety measures over and above those contained in clauses 17 and 18;
- 6.2.13 initial capacity;
- 6.2.14 deposit or security required from the Lessee; and
- 6.2.15 any other special terms and conditions applicable to the lease of the Facilities specified in the Leasing Schedule concerned.
- 6.3 A Leasing Schedule may amend the terms and conditions of this Agreement only

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with respect to the subject matter of that Leasing Schedule. The provisions of one Leasing Schedule shall not to apply to any other Leasing Schedule.

7. CO-LOCATION

7.1 The Lessee may co-locate Lessee Equipment at Sentech Sites subject to a Leasing Schedule being concluded in respect thereof.

7.2 The Lessee acknowledges and agrees that -

7.2.1 the Co-location rights specified in clause 7.1 will not confer on the Lessee any tenancy rights or create any relationship of landlord and tenant between the Lessee and Sentech;

7.2.2 the Co-location rights specified in clause 7.1 are personal to the Lessee and may not be transferred, assigned, sub-let or shared with any third party;

7.2.3 the Site will contain equipment of other lessees of Sentech as well as the Lessee Equipment; and

7.2.4 the Site may be shared with other lessees.

7.3 The Lessee will (unless otherwise specified) own all right, title and interest to the Lessee Equipment and will be responsible for supplying and arranging delivery of the Lessee Equipment to the Site within the Location at its own expense and at a date and time agreed with Sentech. The Lessee will, to the extent that the Lessee is so permitted by Sentech, install and connect the Lessee Equipment in accordance with a mutually agreed installation timetable.

7.4 No additional equipment other than that which has been approved by Sentech in the Leasing Schedule may be installed without the prior written approval of Sentech.

7.5 In the event that Sentech installs the Lessee Equipment the charges therefor will be specified in the Leasing Schedule.

8. NEW LEASING REQUESTS

8.1 Should the Lessee wish to lease further Electronic Communications Facilities it



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shall submit a request in writing to Sentech containing the information as prescribed by the Authority in the Regulations and such additional information reasonably required by Sentech.

8.2 Sentech will respond to the new request in writing within 7 (seven) days of the request and the Parties will endeavour to conclude a new Leasing Schedule within the time periods prescribed by the Authority in the Regulations.

8.3 In the event that Sentech disputes the reasonableness of a further leasing request (as defined by the Regulations) or the Parties are unable to conclude a new Leasing Schedule within the time periods prescribed by the Authority in the Regulations, either Party may refer the matter to the Authority in terms of section 37(4) of the Act read with the dispute resolution procedures contained in the Regulations.

9. REVIEW OF THIS AGREEMENT

9.1 Either Sentech or the Lessee may at any time request a review or amendment to this Agreement or a Leasing Schedule.

9.2 A Party may seek to amend this Agreement sending a review notice to the other Party. A review notice shall set out in reasonable detail the issues to be discussed between the Parties.

9.3 Upon receipt of a review notice, the Parties must enter into good faith negotiations as soon as reasonably possible on the matters being reviewed with a view to agreeing to the relevant amendments to this Agreement.

9.4 For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice, this Agreement shall remain in full force and effect.

10. CHANGES TO LEASING SCHEDULES

10.1 Should either Party wish to revise, amend, alter or otherwise change the Services in a Leasing Schedule, such Party shall issue a Change Request, addressed to the other Party for its consideration of such Change Request.

10.2 Should such Change Request be made by:

10.2.1 The Lessee:

The Lessee shall specify the reasons for that Change Request and describe the change in sufficient detail to enable Sentech to formulate a response.

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Sentech shall investigate the likely impact of any proposed changes on the provision of the Facilities and shall provide the Lessee with a Change Note, including amended pricing, changes technical scope and specifications, service levels and quality of service, and timeframes, that Sentech believes would be required to effect the Change Request, within 14 (fourteen) days of receipt of the Lessee's proposed changes to the Services;

10.2.2 Sentech:

Sentech shall detail in a Change Note the reasons for and impact of the change, the steps required to implement the change and the effect that the changes, if implemented, will have on the provision of the Facilities, timing, the service levels and an estimation of the net increase or decrease in the pricing, if applicable.

10.3 The Parties shall discuss the Change Request and shall effect such amendments to the Lessor's Change Note within 14 (fourteen) days as may be required and agreed to between the Parties.

10.4 If a Change Note is accepted by the Parties, it shall be signed off by duly authorised representatives of the Parties and incorporated into this Agreement.

11. FILING AND COMPLIANCE WITH THE REGULATIONS

11.1 The Parties note that in terms of section 45 of the Act, this Agreement will only become effective and enforceable when the Agreement is filed with the Authority and that, in terms of the Regulations, an electronic communications facilities leasing agreement is considered filed with the Authority after the Authority has reviewed the agreement and notified the parties thereto of compliance.

11.2 Sentech will submit this Agreement to the Authority within 5 (five) days of Signature Date.

12. CHARGES AND PAYMENT

12.1 The Charges shall be as specified in the Leasing Schedule concerned and the Lessee shall pay to Sentech the Charges set out in each Leasing Schedule into a bank account nominated by Sentech in writing.

12.2 The Charges shall be fixed and firm for a period of 12 (twelve) months from the effective date of the Leasing Schedule. Thereafter, on each anniversary of the Leasing Schedule, Sentech will have the right to increase the Charges by giving



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30 (thirty) days' prior written notice to the Lessee. Any such increase may not exceed the year on year increase in the CPI for the 12 (twelve) months immediately preceding the effective date of such increase.

- 12.3 The Lessee shall pay to Sentech the Fees specified in the Leasing Schedule monthly in advance.
- 12.4 All amounts other than the Fees that may be payable by the Lessee to Sentech from time to time shall be payable in arrears within 30 (thirty) days from the date of the invoice.
- 12.5 All amounts payable by the Lessee under this Agreement shall be paid without set-off, counterclaim or deduction whatsoever.
- 12.6 All amounts payable in accordance with the provisions of this Agreement are exclusive of VAT and any similar tax or duty which shall be payable by the Lessee in addition to the Charges.
- 12.7 The Lessee shall pay on demand interest at the rate of 5% above the Prime Rate, on any overdue amount payable under this Agreement.
- 12.8 If the Lessee reasonably disputes any part of a Sentech invoice, the Lessee must pay the invoice in full and submit written notice of its claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the part of the invoice in dispute) for the disputed amount. All claims for disputed invoices must be submitted to Sentech in writing within ninety (90) days from the date of the applicable invoice. The Lessee waives the right to dispute any charges not disputed within such ninety (90) day period. In the event that the dispute is resolved against the Lessee, the Lessee shall pay such amounts plus interest in accordance with clause 12.7.

13. PAYMENT OF CHARGES IF CANCELLATION DISPUTED

- 13.1 If Sentech terminates this Agreement and the Lessee elects to dispute Sentech's right to terminate this Agreement and accordingly continues to effectively use the Facilities leased pursuant to this Agreement, the Lessee shall, pending settlement of any dispute, either by negotiation, referral to the Authority, arbitration or litigation, continue to pay (without prejudice to its rights), the applicable Fee in accordance with clause 12.3, and Sentech shall be entitled to accept and recover such payments.
- 13.2 Such payments and their acceptance by Sentech shall be without prejudice to,



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and shall not in any way whatsoever affect, Sentech's claim of cancellation then in dispute or any other rights of Sentech in its capacity as a landlord.

14. SITE ACCESS ROADS

14.1 Use

14.1.1 Subject to clause 14.4, the Lessee may use the access road to access the Site.

14.1.2 The Lessee may use the access road at any time subject to the maximum speed limit applicable to the access road or such lower speed limit as is reasonable in the circumstances. In the event that no speed limit is specified on any sign post on the access road, the maximum speed limit will be taken to be 60 (sixty) kilometres per hour.

14.1.3 Vehicles driven on the access road shall conform to the prescriptions and limits laid down for a light motor vehicle in the road Traffic Act No. 29 of 1989, unless otherwise permitted or prescribed by Sentech.

14.1.4 The Lessee may not endanger, or infringe upon the rights of, other persons using the access road.

14.2 Maintenance of Access Road

Sentech undertakes to maintain access road that it owns (or that it is responsible to maintain in terms of an agreement with the owner of the road) according to Sentech's standards and requirements.

14.3 Use of Gates on the Access Road

The Lessee, for the purpose of gaining ingress or egress only, may unlock any gates on the access road, and the gate must again be locked immediately after such ingress or egress has been obtained. No third party, other vehicle or animals shall be allowed to enter through the gate after it has been unlocked, and until it has again been locked. Gates without locks shall likewise be closed after ingress and egress has been obtained.

14.4 Obtaining Consent from Other Land Owners

14.4.1 If Sentech is not the landowner, the Lessee shall obtain the written consent from the relevant land owner(s) authorizing the Lessee to use the access road. The Lessee shall request and obtain permission to use the access road prior



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to the commencement of installation of the Lessee's Electronic Communications Facilities. The Lessee shall comply with all conditions imposed by the landowner(s) on the right to use roads.

- 14.4.2 Should the Lessee encounter difficulty in obtaining the required consent from the land owner, Sentech shall, where possible and upon written request from the Lessee, assist in trying to obtain such permission. Sentech does not guarantee the right to use the access road when that road is owned by third parties.

14.5 *Damage to property*

- 14.5.1 The Lessee shall take all reasonable precautions to prevent damage to the access road and any other property of third parties/landowner/Sentech situated thereon.

- 14.5.2 In the event the Lessee causes any damage to the access road or property thereon, the Lessee shall pay Sentech the full repair costs incurred upon receipt of an invoice setting out the repair costs. For the avoidance of doubt, the Lessee shall not be liable for normal wear and tear to the access road.

- 1.1.1 The Lessee indemnifies Sentech against all claims, directly or indirectly, however arising due to authorized or unauthorized use of the access road by the Lessee, its staff, contractors/agents.

15. **SITE USAGE**

15.1 *Use*

- 15.1.1 With effective from the effective date specified in the applicable Leasing Schedule and if provided for therein, Sentech grants the Lessee the non-exclusive, non-transferrable right to-

- 15.1.1.1 install the Lessee Equipment; and/or

- 15.1.1.2 erect structures within Sentech's security fence, or elsewhere on the Site

with Sentech's prior written approval and consent and strictly within the terms of the consent.

- 15.1.2 Prior to Lessee Equipment being affixed to Sentech's mast, or placed in the building, the Lessee shall obtain written permission and approval for affixing the Lessee Equipment.

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15.1.3 For the purpose of this Agreement, attachments to the mast or the buildings are considered to be movable property. Upon the termination of this agreement, the Lessee must remove the attachment to Sentech's satisfaction failing which Sentech may remove the attachment, the cost of which will be for the Lessee's account.

15.1.4 Any structure, building or construction erected by the Lessee shall become the property of Sentech. Upon the termination of the Agreement, Sentech will be entitled, not obliged, to instruct the Lessee to remove the structures, buildings or construction work it erected at its own costs. Should the Lessee fail to comply with Sentech's instruction, Sentech will be entitled to remove the structures, buildings or constructions, the costs of removal which will be for the Lessee's account and payable upon demand.

15.2 Access

15.2.1 The Lessee or its subcontractors (who must be approved in writing by Sentech) may only enter the Site in the company of a Sentech Operation Center Manager or duly authorised official for the purposes of delivering, installing, connecting and/or maintaining the Lessee Equipment subject to Sentech's Security Procedures. Sentech will provide the Lessee with the most current Site Security Procedures and with updates thereto as and when they occur.

15.2.2 Reasonable prior notification of all Site visits must be given to the Operation Center Manager for installation/maintenance of Lessee Equipment. In cases where the Facility Renter has approval to access their equipment on Sentech sites unaccompanied, the Local Sentech Operational Centre must be advised of the visit prior to arrival on site and prior to leaving site.

15.2.3 The Lessee's representative may not, at any time, climb on a mast without a Sentech official being present.

15.2.4 Sentech reserves the right to refuse any person entry to the Site or refuse access to the Lessee Equipment in accordance with Sentech's security procedures.

15.2.5 The Lessee may not allow any unauthorised person, company, vehicle or animal access to the Site.

15.2.6 Duplication or loaning of site keys is prohibited.



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- 15.2.7 No fires are permitted on the Site.
- 15.2.8 No Flora or Fauna may be interfered with or removed.
- 15.2.9 The Lessee may not climb or permit any person to climb the mast without adhering to the necessary precautions and safety equipment.

15.3 *Future Development and relocation*

Should future development on the Site or changes in legislation necessitate the moving of the Lessee Equipment or structures, the Lessee shall comply, at its own cost, within 3 (three) months after receiving a written notice from Sentech, failing which Sentech may undertake the moving of the Lessee Equipment or structures for the Lessee's account.

15.4 *Maintenance Work*

- 15.4.1 The maintenance of Lessee Equipment inside Sentech's security fence or building shall be carried out in conjunction with Sentech, and in the presence of a Sentech official, and should coincide with Sentech's maintenance programme as far as possible, unless otherwise agreed.
- 15.4.2 Should the Lessee wish to carry out maintenance work inside Sentech's security fence at a time when a Sentech official is not present on the Site, the Lessee shall arrange with Sentech for an official to accompany the Lessee, and the Lessee undertakes to compensate Sentech for its services and the transport of the Sentech official. Such compensation shall be payable at the then current rates in respect to the period which commences at the Sentech official's departure from his base and ends upon his arrival back at his base.

15.5 *Consent of Land Owner/s*

Should the Lessee wish to rent a Site (or part thereof) for which Sentech has a lease or servitude right only, Sentech will use its best endeavours to obtain the relevant landowner's consent for sub-letting the site.

15.6 *Health and Safety*

- 15.6.1 The Lessee will adhere to the requirements of the Occupational Health and Safety Act at all times.
- 15.6.2 The Lessee undertakes to ensure that he and/or his respective employees,



will at all times comply with the requirements of the Act and the Regulations thereto.

- 15.6.3 The Lessee undertakes to acquaint all his employees with all relevant provisions of the Act and the Regulations thereto.
- 15.6.4 The Lessee accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Lessor from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions relating to the work.
- 15.6.5 The Lessee shall assume the responsibility in terms of Section 16(1) of the Act. If the Lessee delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to the Lessor.
- 15.6.6 The Lessee shall appoint competent employees who shall be trained on any occupational health and safety aspect pertinent to them or to the work that is to be performed.
- 15.6.7 The Lessee undertakes to ensure that safe work practices shall be enforced and all employees of the Lessee shall be made conversant with the contents of these practices.
- 15.6.8 No unsafe equipment, machinery and/or articles shall be used on the Lessor's premises.
- 15.6.9 Discipline regarding occupational health and safety shall be strictly enforced by the Lessee.
- 15.6.10 Personal protective equipment shall be issued as required and worn by the Lessee's employees at all material times.
- 15.6.11 The Lessee shall advise the Lessor of any hazardous or potentially hazardous situation that may arise from the work being performed by him.
- 15.6.12 The Lessee agrees that any duly authorised officials of Lessor shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Lessee has complied with his undertakings as set out more fully in clause 2 above, which steps may include, but will not be limited to, the right to inspect the site or premises occupied by the Lessee, or to inspect any appropriate records held by the Lessee.



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- 15.6.13 The Lessee shall be obliged to report forthwith to the Lessor any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and the Regulations, pursuant to the work being performed, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- 15.6.14 The Lessor hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Act into any incident / accident involving the Lessee and/or its employees.

16. POWER SUPPLY

16.1 *Constant electricity supply not guaranteed*

- 16.1.1 Whilst Sentech will use its best endeavours to ensure that the Site has a constant flow of electricity, Sentech does not guarantee a constant flow of electricity to the Site.
- 16.1.2 Should power interruptions or fluctuations in the voltage occur, Sentech shall not be responsible for any loss or damage that the Lessee might suffer and the Lessee agrees to hold Sentech harmless and indemnifies it for any damages that may result therefrom.
- 16.1.3 Should Sentech have prior knowledge of an impending power interruption, or should Sentech plan the interruption of the power supply, Sentech undertakes to notify the Lessee of such interruption in advance.

16.2 *Installation of Lessee Equipment*

- 16.2.1 An electrical compliance certificate must be obtained and shown to Sentech's representative prior to installation of electrical equipment.
- 16.2.2 The electrical switch gear and connections to be used by the Lessee, as well as antennas, cables and accompanying equipment to be connected to Sentech's equipment shall comply with Sentech's standards and requirements. Sentech shall be entitled to demand that further or revised requirements be strictly complied with.
- 16.2.3 Installation of Lessee Equipment should take place in conjunction with the relevant Sentech representatives.



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16.3 *Certificate of Compliance*

- 16.3.1 The Lessee shall carry the cost of providing any power supply connections the Lessee's equipment and the Lessee shall be liable for all costs associated with obtaining a certificate of electrical compliance.
- 16.3.2 Should it be necessary, in the Lessee's reasonable discretion, to upgrade any aspect of the designated area, such upgrading shall be at the cost and expense of the Lessee. The Lessee must however first obtain the prior written consent and approval from Sentech before the Lessee may proceed with any upgrade

17. **LESSEE'S OBLIGATIONS**

- 17.1 The Lessee will at all times at its own expense during the period of this Agreement:
- 17.1.1 not do or permit or omit to be done any act by which any of the insurance in respect of the Facilities or the Site would or might be invalidated, revoked, suspended, adversely amended, or allowed to lapse, including in particular (without limitation) use of the Facilities or the Site for any purpose or in any manner not fully covered by the applicable insurance;
- 17.1.2 not do or permit or omit to be done anything which might endanger the title of Sentech to the Facilities or the Site or Sentech's ability to recover it in good condition on termination of this Agreement and promptly at Sentech's request execute and deliver all such documents and take all such action as Sentech may reasonably require in order to establish and protect Sentech's title to the Facilities and/or the Site;
- 17.1.3 obtain and maintain in full force and effect all certificates, licences, permits, approvals and authorisations necessary or desirable in connection with the use and operation of the Facilities including in particular (without limitation) any licences or requirements set forth in the Act or required by the Authority from time to time;
- 17.1.4 not pledge Sentech's credit for any purpose whatever or directly or indirectly create, incur, assume or allow to exist any mortgage, pledge, lien, attachment, encumbrance or third party right on the Facilities;
- 17.1.5 immediately notify Sentech with full details of any accident occurring or defect arising in the Facilities and any other event or circumstance which has

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occurred or is impending or likely and which might endanger Sentech' title to the Facilities, the Site or Sentech's ability to recover it in good condition on termination of this Agreement;

- 17.1.6 comply with all security arrangements and precautionary measures applicable to the Facilities and/or the Site, as may be deemed necessary by Sentech in its discretion;
- 17.1.7 install and store its equipment, or structures in respect of the Facilities in conjunction with and in accordance with Sentech's directions and specifications.
- 17.1.8 identify Lessee Equipment to Sentech's satisfaction by affixing the Lessee's name and frequencies to the Lessee Equipment;
- 17.1.9 ensure that any labels or nameplates affixed to the Lessee Equipment, including those required by the Authority are not removed by the Lessee for any reason whatsoever; and
- 17.1.10 not do or permit or omit to be done any act which might adversely affect Sentech's rights under any warranty given by the manufacturer of any part of the Facilities or any component parts provided.

18. ACCEPTABLE USE OF NETWORK AND FACILITIES

- 18.1 The Lessee shall not (and shall ensure that its Lessees, employees and other third parties shall not) take any steps or fail to take any steps which directly or indirectly:
 - 18.1.1 rearrange, disconnect, remove, attempt to repair, or otherwise tamper with the Facilities, without the prior written consent of Sentech;
 - 18.1.2 damage Sentech's Electronic Communication Facilities, Electronic Communications Network (or those of any of Sentech's customers), Sentech property or any part thereof;
 - 18.1.3 cause Sentech to breach any of its licence terms or any provision of the Act or other applicable laws;
 - 18.1.4 cause the imposition of any lien or encumbrance on the Facilities or property of Sentech;
 - 18.1.5 constitutes an abuse of the Facilities and/or the Site (in the reasonable opinion



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of Sentech); or

- 18.1.6 interfere or infringe with the activities of Sentech or any of Sentech's customers.
- 18.2 The Lessee agrees and authorises Sentech to monitor and intercept its electronic communications as may be lawful and necessary.
- 18.3 If Sentech is of the reasonable opinion that the Lessee is engaged in unlawful or prohibited conduct and/or the infringement or interference with Sentech or other broadcaster's activities, Sentech reserves the right to: (i) instruct Lessee to adjust its equipment in order to remedy the interference or infringement; (ii) suspend use of all Facilities to the Lessee, which may include the removal of Lessee equipment from the premises where the Facilities are located, until such time as the Lessee remedies the situation and, in the event that Sentech incurs any expense in remedying the effects of the unlawful or prohibited conduct, infringement or interference in broadcasting, such expense shall be for the Lessee's account and shall be payable on demand; or (iii) without limiting the generality of Sentech's right to terminate this Agreement or to claim damages, terminate this Agreement without liability by written notice to the Lessee.
- 18.4 In the event that Sentech suspends the use of the Facilities pursuant to the Regulations, the Lessee may not cancel this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Sentech, its employees, its agents or any other persons for whom it may be liable for in law.

19. SERVICE LEVELS

Sentech will provide the services specified in the Leasing Schedule at the services levels specified therein.

20. CONFIDENTIALITY

- 20.1 The provisions of this clause are not to be construed as preventing a Party or the Authority from publicly disclosing this Agreement subject to the provisions of section 4D of the ICASA Act read with section 45 of the Act.
- 20.2 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information, except as permitted by clause 20.3.
- 20.3 A Party may disclose the other Party's Confidential Information:

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- 20.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement *provided* that each Party ensures that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause; and
- 20.3.2 as may be required by law, court order or any governmental or regulatory authority.
- 20.4 Neither Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

21. REPRESENTATIONS AND WARRANTIES BY THE LESSEE

- 21.1 The Lessee represents and warrants with effect both at signature of this Agreement and throughout its term that:
- 21.1.1 it has full power to conduct its present business and operations, own its assets and enter into, perform and meet its obligations under this Agreement;
- 21.1.2 it will obey and comply with all laws, rules, regulations, orders and other legal requirements from time to time in force in respect of the Facilities or its use thereof; and
- 21.1.3 neither the execution or delivery of this Agreement nor its performance or compliance with its terms will contravene any applicable law, rule, regulation, judgment, decree, order, permit or restriction or conflict with or result in breach of the terms of the Lessee's memorandum and articles of association (or local equivalent) or any agreement or instrument to which the Lessee is a party or by which it is bound.

22. INDEMNITIES

- 22.1 The Lessee indemnifies and holds Sentech harmless against
- 22.1.1 all and any actions, suits, proceedings, claims, demands, costs, fines and expenses of whatsoever nature and howsoever incurred which may be taken or made against him or be incurred or become payable by him arising out of the use of the Facilities; and
- 22.1.2 any liability, damage, obligation, responsibility, cost and which may arise out of this Agreement and/or use of the Facilities, including any physical damage to

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Sentech's property.

23. LIMITATION OF LIABILITY

- 23.1 Sentech will not be liable to the Lessee or to any person for any loss or damage whatsoever or howsoever caused to the full extent permitted by applicable law, arising directly or indirectly in connection with this Agreement or the services carried out hereunder.
- 23.2 Sentech does not guarantee the suitability of any Facility that is being made available to the Lessee for its activities. The Lessee shall not have the right of recovery against Sentech for any shortcomings in anything being made available in terms hereof.
- 23.3 Notwithstanding the foregoing generality, neither Party shall be liable for indirect or consequential loss or damage including, but not limited to loss or damage to the Lessee Equipment or to other equipment or property (whether or not the same may be in either Party's care, custody or control), or to data, or for loss of profit, business, revenue, goodwill or anticipated savings.

24. INSURANCE

- 24.1 The Lessee shall for the continued duration of this Agreement have and maintain in force sufficient insurance to cover both its obligations and liabilities under the Agreement.
- 24.2 Further to clause 24.1 above, the Lessee shall insure at its own cost, with a reputable insurance company, the Lessee equipment installed at the Sites with regard to the Facilities to at least their full replacement value, and to produce to Sentech on demand full particulars of such insurance.
- 24.3 The Lessee warrants that it is in possession of the following insurance cover, which shall remain in force whilst it /or its employees are present on the Site, or which shall remain in force for the duration of this Agreement, whichever period is the longest:
- 24.3.1 Public liability insurance cover;
- 24.3.2 Any other insurance cover that will adequately make provision for any possible losses and/or claims arising out of the Lessee's and/or its employees acts and/or omissions.



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- 24.4 The Lessee shall indemnify the Lessor and keep it indemnified whilst it and/ or its employees are present on the Site, or for the duration of this Agreement, whichever period is the longest, against all losses and claims for injuries or damage, howsoever caused, to any person or property whatsoever, which may arise out of or in connection with the work being performed on the Site.

25. FORCE MAJEURE

Neither Party will be liable to the other for any delay in or failure to perform or comply with its obligations under this Agreement as a result of Force Majeure Event. The Party affected by a Force Majeure Event shall promptly notify the other Party of the commencement and cessation of Force Majeure Event. If a Force Majeure Event continues for a period in excess of thirty (30) days either Party shall be entitled to terminate this Agreement and/or any applicable Service Confirmation Schedule forthwith by written notice and without liability for termination

26. GENERAL WARRANTIES

- 26.1 Each of the Parties hereby warrants to and in favour of the other that –
- 26.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
 - 26.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
 - 26.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
 - 26.1.3.1 contravene any law or regulation to which that Party is subject;
 - 26.1.3.2 contravene any provision of that Party's constitutional documents; or
 - 26.1.3.3 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and
 - 26.1.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
 - 26.1.5 it is entering into this Agreement as principal (and not as agent or in any other capacity);



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- 26.1.6 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 26.1.7 no other party is acting as a fiduciary for it; and
- 26.1.8 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 26.2 Each of the representations and warranties given by the Parties in terms of clause 26.1 shall –
- 26.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
- 26.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
- 26.2.3 *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

27. CONSEQUENCES OF TERMINATION

- 27.1 Upon the termination of this Agreement for any reason, the Lessee shall remove the Lessee Equipment, and vacate the Site within 7 (seven) days or such longer period as may be agreed between the Parties. If the Lessee does not remove the Equipment within the specified time period, Sentech may, but is not obliged, remove the Lessee Equipment the cost of which removal shall be for the account of the Lessee.
- 27.2 The Lessee shall return all access keys to Sentech after the removal of the Lessee Equipment.

28. DISPUTE RESOLUTION

- 28.1 *General*
- 28.2 In the event of there being any dispute or difference between the Parties arising out of this Agreement that cannot be amicably resolved, the said dispute or difference may be referred by -
- 28.2.1 by either Party to -
- 28.2.1.1 the Authority in terms of the relevant provisions of the EC Act and the



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Regulations; or

28.2.1.2 the High Court;

28.2.2 by both Parties to arbitration in terms of clause 28.3.

28.3 *Arbitration*

28.3.1 The Parties may jointly submit a dispute or difference to arbitration in Sandton in accordance with the AFSA rules, which arbitration shall be administered by AFSA.

28.3.2 The arbitrator shall be appointed by agreement between the Parties to the dispute. If the Parties cannot agree on an arbitrator within 10 (ten) business days of the matter being referred, then either Party to the dispute shall be entitled to all upon the chairperson of the Johannesburg Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such.

28.3.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

28.3.4 Nothing herein contained shall be deemed to prevent or prohibit a Party from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim or from referring the dispute to the Authority.

28.3.5 Any arbitration in terms of this clause 28 (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

28.3.6 This clause 28 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

29. NOTICES AND DOMICILIA

29.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers -

Handwritten signature and initials, possibly 'NM', in the bottom right corner of the page.

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
Sentech SOC Ltd	Sender Technology Park Radiokop Extension 3 Octave Road Honeydew	086 729 8400

Marked for the attention of: SHANTI GOVENDER

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
Komatiland Forests (Pty) Ltd	Podium Menlyn 43 Ingersol Road Lynnwood Glen Pretoria, 0081	086 502 6279

Marked for the attention of: **MR DAWIE STEENKAMP**

provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

29.2 All notices to be given in terms of this Agreement will be given in writing and will -

29.2.1 be delivered by hand or sent by telefax, and not by way of email;

29.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

29.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

29.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 29.

30. **BENEFIT OF THE AGREEMENT**

This Agreement will also be for the benefit of and be binding upon the successors in

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title and permitted assigns of the Parties or either of them.

31. SUB-LETTING

The Lessee may not sub-let or share Facilities.

32. APPLICABLE LAW AND JURISDICTION

32.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

32.2 Subject to clause 28, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court in any dispute arising from or in connection with this Agreement.

33. GENERAL

33.1 Whole Agreement

33.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

33.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

33.2 Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

33.3 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be



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an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

33.4 No Waiver or Suspension of Rights

No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

33.5 Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

33.6 Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

33.7 No Assignment

Neither this Agreement nor any part, share or interest herein nor any rights or



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obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of the other Party, save as otherwise provided herein.

34. COSTS

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

35. SIGNATURE


35.1 This Agreement is signed by the Parties on the dates and at the places indicated below.

35.2 This Agreement may be executed in counterparts.

35.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

SIGNED at PRETORIA on 23 July 2015

For and on behalf of Komatiland Forests (Pty) Ltd



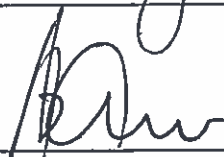
Signature N. MONA

Name of Signatory CEO

Designation of Signatory

SIGNED at JHB. on 30 July 2015

For and on behalf of Sentech SOC Limited



Signature E. ASH

Name of Signatory E. ASH

Designation of Signatory