
ATLAS TOWER

**AGREEMENT OF LEASE
FOR COMMUNICATION FACILITY**

Between

VERENIGENDE GEREFORMEERDE KERK-KNYSNA

and

**ATLAS TOWER PROPRIETARY LIMITED
(Registration number: 2014/077051/07)**

H.E.W.


Agreement of Lease for Communication Facility

PARTIES

VERENIGENDE GEREFORMEERDE KERK-KNYSNA

(hereinafter referred to as "the Lessor")

ATLAS TOWER PROPRIETARY LIMITED (Registration number. 2014/077051/07) (hereinafter referred to as "the Lessee")

INTRODUCTION

- A The Lessor is the owner and/or agent of the Property.
- B The Lessee wishes to lease the Premises for the purpose of erecting a telecommunications base station and subservient telecommunications infrastructure.
- C The Lessor wishes to lease to the Lessee the Premises subject to the terms and conditions set out below.

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement and any appendices thereto, unless inconsistent with or otherwise indicated by the context, -
- (1) **Agreement** means this agreement of lease for a Communication Facility;
 - (2) **Communication Facility** means any pole, spire, mast, tower or other structure constructed primarily for the purpose of supporting communications equipment;
 - (3) **Construction Completion** means the date that the mast and compound are one hundred percent (100%) complete with antennas and transmit/receive equipment installed and operational.
 - (4) **Business Day** means any day other than a Saturday, Sunday or official public holiday;
 - (5) **Expiration Date** means the termination date of this Agreement.



- (6) **Property** means the Lessor's property upon which the Premises are situated as described in Schedule 1;
- (7) **Lessee** means **ATLAS TOWER PROPRIETARY LIMITED** (Registration number: 2014/077051/07) a private company duly incorporated in accordance with the company laws of the Republic of South Africa, or its subsidiaries, representatives, and assignees;
- (8) **Lessor** means **VERENIGENDE GEREFORMEERDE KERK-KNYSNA** being the owners or agents of the Property, represented by a person with legal authority to enter into this Agreement;
- (9) **Occupation Date** means the first day of the month following start of construction on the Premises, as recorded in Schedule 1;
- (10) **Occupation Payment** means a payment in an amount as set forth in Clause 5.2, which is made upon the first day of the month following the Construction Start;
- (11) **Commencement Date** means the first day of the month following Construction Completion;
- (12) **Parties** means the Lessor and the Lessee and Party shall, as the context requires, be a reference to any one of them;
- (13) **Premises** means the portion of the Building or Property as referred to in Schedule 1 and is generally described as the area that the Lessee is using for the development and use of communications facility and related base station equipment;
- (14) **Signature Date** means the date of last signature to this Agreement;
- (15) **Sublessee** means a tenant of the Lessee, which sublets a part of the Premises from the Lessee;
- (16) **"VAT"** means value-added tax including any similar tax which may be imposed in its place from time to time.
- (17) **Full Period** means the Initial Period (119 Months) plus the three consecutive renewal periods of 119 months each.

1.2 Any reference in this Agreement to:


W. J. J. J. J.

FOR THE LESSOR

FOR THE LESSEE

H.E. McMan
SIGNATURE

Hilton Edwin McMan
I, *Hilton Edwin McMan*
(hereby warrant that I am duly authorized
hereto)

19 August 2018
DATE

Keweenaw
PLACE

[Signature]
WITNESS SIGNATURE

Basil A. Manusz
NAME

SIGNATURE

(I, _____
hereby warrant that I am duly authorized
hereto)

DATE

PLACE

WITNESS SIGNATURE

NAME

[Signature]