## SITE SCHEDULE AGREEMENT

#### Renewal

## Entered into by and between

<u>Swiftnet SOC Ltd</u>, herein referred to as "Swiftnet", represented by \_\_\_\_\_\_, who by his/her signature hereto warrants that he/she is duly authorised hereto to enter into this Site Schedule Agreement;

and

<u>Ray Nkonyeni Municipality</u>, herein referred to as the "Co-User", represented by \_\_\_\_\_\_ who by his/her signature hereto warrants that he/she is duly authorised hereto to enter into this Site Schedule Agreement.

Jointly the "Parties"

The Parties have entered into a Master Site Lease Agreement for Mast Space (hereinafter referred to as "the Master Site Lease Agreement" for purposes of this Site Schedule Agreement) and the terms and conditions of such agreement shall apply to the lease of the Designated Area (as defined in the Master Site Lease Agreement) described herein.

## 1. SWIFTNET SITE DETAILS:

Site name: Hibberdene Microwave Site ID: 161 Latitude: 30 44 13 Co-locate ID: N/A Swiftnet SOC Ltd: 4320151972 Contract no.: 70206998 STAC Code: **PS++** Region: **Eastern** Longitude: **30 26 55** 

# 2. CO-USER SITE DETAILS:

Site Name: Region: BS/Site. No:

## 3. SITE SCHEDULE AGREEMENT DURATION:

- 3.1. Term: **5 Years**
- 3.2. Commencement Date: 01 March 2022
- 3.3. Expiry Date: 28 February 2027

## 4. ESCALATION:

Rental escalation, as contemplated in the Site Lease Agreement, shall apply in respect of Rental Charges.

- 4.1. Escalation Frequency: Annually
- 4.2. Rate: CPI
- 4.3. First Escalation: 01 April 2022

## 5. SITE/INFRASTRUCTURE INFORMATION:

- 5.1. Mast Category: Lattice Mast
- 5.2. Mast Height Above Ground Level (HAGL): 43m
- 5.3. Installation Height on Mast (HAGL): 40.00m

## 6. RENTALS AND OTHER CHARGES:

#### 6.1. Rental Charges

In respect of rental of the Designated Area (as fully indicated in Appendix 1 of this Site Schedule Agreement and attached quotation), the following rentals shall be payable by The Co-User:

Leased Item	Requirement	<b>Comment/Equipment Description</b>	Amount (excl VAT)
Mast Space	0.05m <sup>2</sup>	Antenna at 40m	R 752.04
Ground Space	1.17m <sup>2</sup>	Container	R 91.48
То	R 843.52		

#### 6.2. Other Charges

Other Charges, for electricity and other services or products provided to the Co-User Swiftnet Premises shall be as follows:

Leased Item	Requirement	<b>Comment/Equipment Description</b>	Amount (excl VAT)
Electricity	15 Amp	Single Phase	R 1 853.35
Standby Electricity	15 Amp	Single Phase	R 328.29
Total Electricity Charges Payable (Excl. VAT) per Month			R 2 181.64

#### Note:

6.2.1. Charges reflected above are as at date of signature hereto and Swiftnet shall be entitled to amend the above electricity charges as and when contemplated in the Electricity Agreement.

Leased Item	Requirement	Comment/Equipment Description	Amount (excl VAT)
Escort Fees	N/A	N/A	R 0.00
Access Road Usage	0 Km	N/A	R 0.00
Тс	R 0.00		

6.3 The following further charges shall be payable by the Co-User:

- 6.3.1 Charges reflected above are as at date of signature hereto and Swiftnet shall be entitled to amend the above charges from time to time upon written notice to this effect to the Co-User.
- 6.3.2 Escort fees shall be payable for both an hourly and a kilometre rate, as determined by the relevant Swiftnet charge-out rates from time to time, provided that such fees shall be based on the necessary and reasonable costs associated with such activity.
- 6.3.3 Any increase in respect of Access Road Usage fees, as contemplated in note 1 above, shall be subject to an annual review such that the adjusted rate pursuant to such annual review shall not exceed a rate equal to the Consumer Price Index ("CPI") as published by Statistics South Africa (P0141 CPI Headline, or replacement, as per the website of Statistics South Africa), calculated over the twelve (12) months prior to the first (1st) day of May of the previous year.

# 7. SCOPE OF APPROVED WORK:

Renewal

## 8. SPECIAL REQUESTS/CONDITIONS

- 8.1. Swiftnet appoints Gyro Group (Pty) Ltd as its agent for the processing of all applications in terms of the Master Site Lease Agreement. Email :(<u>Colocation@gyrogroup.co.za</u>) / Stephen Mokgobu (011) 311 0405 / 081 353 8512):
- 8.2. Any person working on Masts on a Swiftnet Site shall be duly certified and in possession of a valid mast climbing certificate and must wear the appropriate Personal Protective Equipment (PPE) whilst climbing or working on the above-mentioned structures at all times. Proof of the

aforementioned certificate shall be submitted to the Swiftnet site manager or his authorised representative before any work on Masts may commence.

- 8.3. The Co-User shall be liable for any costs to provide feeder/cable access (and related ducts) between the Co-Users accommodation and the Swiftnet equipment room or frames for services required from Swiftnet's network. The Co-User shall have a Swiftnet's Requirement for Occupation (RFO) specification for the above-mentioned in hand before any build work may commence on site.
- 8.4. The approved installation and/or work shall be completed within 6 (six) months from date of authorisation to commence with installation, or as agreed between the Parties in writing. Non-compliance with the aforementioned may result in unavailability of approved facilities, space and/or electricity for which Swiftnet shall not be held liable.
- 9. Swiftnet reserves the right to amend the Rental and Other Charges as determined herein should it be found that the Co-User's use of the station is different to the detail as depicted herein.

Signed at	<u>Centurion</u>	on	2	0
As witness:				
		Nhlamulo Baloyi Executive Commercial: Mast & Towers For Swiftnet duly authorized		
		CFO	<b>tte Dumeko</b> for Gyro Group wiftnet duly authorized	
		CEO	a Maloba for Gyro Group wiftnet duly authorized	
Signed at As witness:		on		20
duly authorized			For the Co-User	