

## FIBRE TO THE BUILDING – LICENCE AGREEMENT

LANDLORD	OLJARET HOSPITAL	
ADDRESS	543-20300	
ID NUMBER/ COMPANY REG.	CPR/2012/77242	
KRA PIN NUMBER	POS1432427U	
PREMISES	OLJARET HOSPITAL Plaza/Building over Part of Property Land Reference Number/: .....	
LICENSED AREA	access routes, pathways, corridors, staircases, exits and entrances, pipes, ground and other conduits, cable raisers, mains and ducts at points identified and agreed upon by the Parties	
EQUIPMENT	Fibre optic cable, transmission cables, wires, power supplies, converters, risers, amplifiers, molding, network systems and any other equipment, devices or components.	
SERVICES	Internet broadband, telephony, cable TV, multimedia and related services provided by Safaricom to its customers	
COMMENCEMENT DATE	.....	
TERM	Fifteen (15) Years	
RENT	Peppercorn	
PARTIES' OBLIGATIONS	<p>The Landlord shall allow Safaricom:</p> <ul style="list-style-type: none"> <li>(a) to install and operate the Equipment within the Premises;</li> <li>(b) to access the Equipment, Licensed Area and Premises 24/7/365days;</li> <li>(c) to provide and market the Services to its customers within the Premises, including by affixing a signboard notifying occupants of Safaricom's presence;</li> <li>(d) to install a sub-meter at its own cost in the Premises to monitor electricity consumption;</li> <li>(e) to provide the Services without interference from any party under the Landlord's control; and</li> <li>(f) to temporarily occupy space in the Premises to store Equipment and park vehicles in order to carry out installations, maintenance, repairs, replacement and removal of Equipment.</li> </ul>	<p>Safaricom shall:</p> <ul style="list-style-type: none"> <li>(a) pay all the costs of operating the Equipment;</li> <li>(b) refund to the Landlord the cost of electricity consumed as recorded on the sub-meter;</li> <li>(c) obtain all necessary consents, licences and approvals from the relevant authorities for provision of the Services;</li> <li>(d) restore the Premises to the original condition on termination of the License, fair wear and tear considered;</li> <li>(e) not interfere or cause loss or damage the Premises or other equipment situated therein; and</li> <li>(f) not assign the License to a third party unless it is a Safaricom group company.</li> </ul>
GENERAL	<ul style="list-style-type: none"> <li>(a) This License shall be governed by Kenyan law.</li> <li>(b) The Landlord warrants that it has legal title to the Premises</li> <li>(c) Any dispute not resolved amicably within thirty (30) days shall be referred to a court of competent jurisdiction.</li> </ul>	

<p><b>Signed by Landlord</b></p> <p>Name: <u>William Mwikali Kanyango</u></p> <p>Witness: _____ (Advocate)</p>	<p><b>Signed by Safaricom PLC</b></p> <p>Name: _____</p> <p>Witness: _____ (Advocate)</p>
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