

Memorandum of agreement (BILLBOARDS)

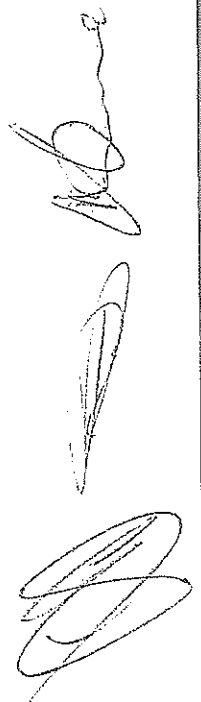
Entered into by and between

THE MUNICIPALITY OF Matjhabeng

(hereinafter referred to as "the Municipality")

And

The Media News



1. The Municipality grants The media News the right to provide and administer advertising on commercial signs on street light standards and erect digital billboards within the MUNICIPAL AREA OF MATJHABENG.
2. The date of Commencement is the date of signature hereof by both parties.

3.1 The agreement shall endure for a period of 5 years commencing from signature day by or on behalf of the parties.

3.1 Either party shall have the right to terminate the agreement 1 month prior to the expiry date of the period as in clause 3.1 above, by way of prior written notice, falling which, the duration of this agreement shall be deemed for all purposes to have been extended for another period of 5 years terms and conditions as set out herein.

4. Provision of commercial signs

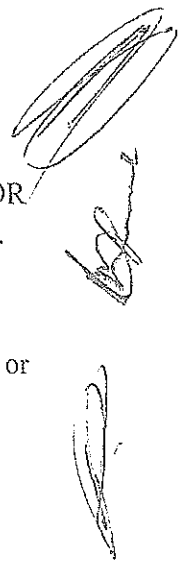
4.1 The Media News is responsible for the manufacture, affixing, maintenance of the control over all the signs, and for the cost related hereto.

4.2 It is specifically agreed upon between parties that

4.2.1 No sign erected at robot intersection will predominantly contain the colours red, orange or green and all signs shall comply with accepted standard of propriety and morality.

4.2.2 No sign will be erected in a manner which it will in the opinion of the municipality obstruct or obscure passing traffic including pedestrians etc. OR any road sign, street name or any other existing legal sign or advertisement.

4.2.3 No sign will be fixed or left in a position or in a condition so as to be a real or potential danger to any person, animal or vehicle.

The block contains two handwritten signatures. The top signature is a large, stylized cursive mark, possibly reading 'B. M.'. The bottom signature is a smaller, more compact cursive mark, possibly reading 'J. M.'. Both are written in dark ink.

4.3 The media news shall whether of its own accord or upon the written request of the Municipal, either repair or remove at their own cost all signs which become defective in any respect or which do not comply with the requirements of 5.2 supra.

4.4 Should the media news fail, with in ten(10) days of a request addressed to them, to give effect hereto, the Municipality shall be entitled to do or to have done such repair or removal, and to recover the costs arising concerned therefrom from The Media News.

4.5 Any sign, which is removed on the ground of noncompliance with the requirements may not be re-erected before the cause of removal has been rectified.

4.6 Notwithstanding attachment by whatever means and/or any other provisions of this agreement, the ownership of all the signs remain vested in The Media News.

5 Erection and use of digital billboards

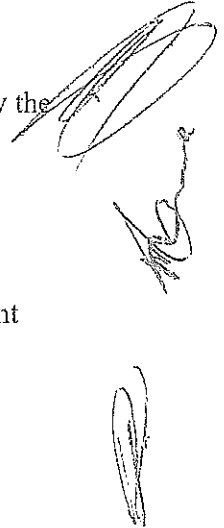
5.1. In respect of each billboard to be erected the following shall be submitted by the media news to the department director.

A) Detailed drawings and specifications of the proposed sign, which must comply with the specifications as laid down by the General Manager: Roads storm water (Engineering Department)

B) An engineer's certificate certifying that the proposed sign was designed by a professional structural engineer;

C) Detailed specifications of electrical connections , lights and wiring for approval by the Manger: Electrical engineering services.

5.2. The construction/erection of the sign shall not commenced with, without the prior written approval of the Municipality subject to any condition the Engineering Management may deem appropriate.

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7.5. The cost of the electricity consumed shall be for the account of The Media News. However, if for whatever reason, the electricity supply cannot be metered, the municipality shall, in accordance with generally acceptable power consumption formulae determine what it considers to be a fair and reasonable cost for the electricity consumed and the company shall make payment therefore on demand.

8. Maintenance of digital billboards

8.1. The Media News shall keep and maintain the digital billboard and its surrounds in a safe clean neat and tidy condition to the satisfaction of the municipality.

9. Alteration to the Digital Billboards

9.1. Subject to compliance with the relevant legislation, the parties agree that The Media News shall, during the currency of this agreement, have the right at any time, with the prior written consent of the Municipality which consent shall not unreasonably be withheld,

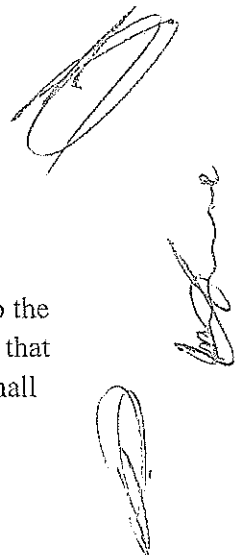
- 1) To change the branding of the Digital Billboard
- 2) To change the design or format of the Digital Billboard
- 3) To change the content of advertisement on the Digital Billboard

10 The Media News Access to site

The Media News or its duly authorised employees agents consultants and representatives shall be entitled at any reasonable time during the currency of this agreement to have access to the site to change the advertisement, to carry out repairs, alterations and the general maintenance of the digital billboard itself, provided that The Media News shall notify the Municipality at least 3 working days prior to the commencement of any of the aforementioned actions, if such action/s will in anyway impede normal traffic flow.

11 Obscuring of the digital billboard

In the event the Digital Billboard being obscured due to actions of the municipality to the extent that it has been rendered unfit for the display of advertisements, then, provided that the cause of such obscuration cannot be removed by the Municipality, the company shall



be entitled to identify in cooperation with the Municipality a replacement site of value within 60 (sixty) days which the Municipality shall make available to the company, failing which this agreement shall lapse. The cost of the relocation of the sign (if applicable) shall be for the cost of The Media News.

12 Compliance with Legislation

12.1 The media news undertakes to comply at all times with the applicable national provincial and municipal legislation or similar regulation provisions.

13 special condition

13.1. In addition to the safety standards set out in the applicable bylaws, legislative enactment or regulatory provisions, the following conditions shall apply:

13.1.1. The visibility of traffic signals or traffic signs may not be affected by the digital billboards.

13.1.2. All traffic signal heads must be clearly visible to oncoming motorists, without any advertisement in background, from a distance of 100 (one hundred) meters before the signal and stay visible until the signal stop line is crossed.

13.1.3. The occurrence of road accidents should not increase as a result of the erection of the Digital Billboard in a particular location.

13.2. If, the digital billboard erected does not comply with par 10,1,1 10,1,2 10,1, 3 the Municipality may instruct the company to relocate the sign to a site agreed upon by the parties, failing which the Digital billboard is to be removed with in sixty (60) days of notification to move such billboard. The relocation or removal of the Digital Billboard is the responsibility of The Media News, and the cost involved shall be for the account of The Media News.

13.3. Should it be necessary to remove the digital billboard as a result of roadworks of whatever nature or the relocation or upgrading of services or whatever other reason deemed necessary by the municipality the Digital Billboard may be relocated to a temporary or permanent site approved by the municipality. The company shall move the sign within sixty days of the written notification to move such Digital billboard, provided that, should an acceptable relocation site not be identified within this period, the digital Billboard shall immediately be removed by the company. All cost involved in the relocation or removal of the sign shall be for the account of the company. The

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Municipality shall not be liable for any damages of any nature arising from such actions.

13.4. The municipality may in its sole direction carry out any maintenance and effect any alterations to its property at any time and should such maintenance and/or alterations effect the digital billboard, the municipality shall not be liable for any damage to the Digital billboard arising from such maintenance and/or alterations, whether such damage was caused by negligence, or was the result of the actions of the Municipality, its employees, contractors or representatives. The Municipality shall furthermore not be liable for any loss of income or any damage, caused by such maintenance/alterations, that the media news may suffer.

13.5. The digital billboard is to comply with the South African Traffic signs Manuel as revised from time to time and the meaning and content of which the company is familiar with. The Media News shall comply with the Manual.

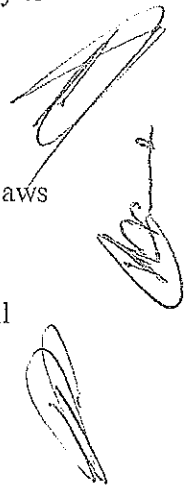
13.6. No existing trees shall be removed, cut back or trimmed in order to improve the visibility of the sign without prior consent from the municipality.

13.7. The Digital billboard is to be positioned in such a way that it is not necessary to disturb the root system, during or after construction.

13.8. Any approval granted in terms of this agreement must be in writing.

13.9. Should any condition or term of this agreement be contrary to any existing laws of the province, the provision of such by-law shall prevail.

13.10. Within 30 days after the erection of the digital billboard, the company shall provide the surveyed GPS co-ordinates of the location digital billboard.



14 Ownership

14.1. Ownership of the digital billboards and all accessories thereto shall for the duration of the agreement remain the sole and absolute property of The Media News once the following contract expires the digital billboards shall be the property of the Municipality should the contract not be renewed under the same conditions or accepted amendments by both parties .

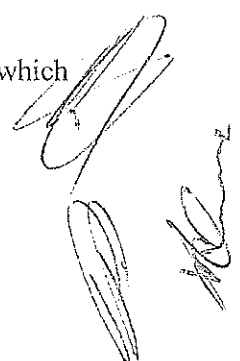
14.2. Should this agreement or part therefore be terminated for any reason The Media News Shall at its own expense remove the digital billboards affected by such termination together with its visible foundations and accessories as aforesaid from the site, repair any damages caused by the removal of the digital billboard and leave the site in a clean, tidy and safe condition to the satisfaction of the Municipality, within 60 (sixty) days of the date of termination of the agreement.

14.3. Should the following agreement be terminated within the first agreed upon period of 5 years the digital billboards and all its accessories shall remain the property of The Media News.

15 Compensation

15.1. The Media News shall pay monthly to the Municipality compensation of 30% of turnover on billboard advertising.

15.2. The Media News agrees to pay this compensation to the municipality monthly in arrears on or before the 15th day of the month after the month to which such compensation relates.

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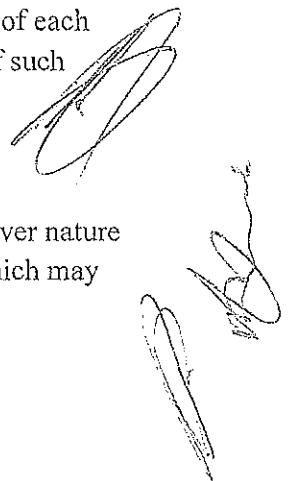
16 Indemnity And Public Liability Policy

(STEET POLE ADS)

- a. The Media News indemnifies the Municipality from any claim or legal process of whatever nature may arise as a result of the manufacturing, erection, maintenance, use or other cause related to any sign and/or the content or wording of any advertisement which is displayed in or any sign, which indemnity includes cost which the municipality may incur in protecting its rights, and indeed on a basis as between attorney and own client.
- b. The Media News shall at its own cost and to the satisfaction of the Municipal Manager take out and maintain for the duration of this agreement a public liability policy in terms of which the Municipality under contract are fully covered for their respective rights and interests. The policy shall provide for coverage of at least R2 million, with the number of events unlimited.
- c. Documentary proof that the full premium has been paid shall be submitted to Municipality for approval, within 14 days from written request therefore.

(DIGITAL BILLBOARDS)

- d. The Media News shall at its own cost and to the satisfaction of the Chief Financial Officer takeout the and maintain for the duration of this agreement and any extension thereof, a public liability insurance policy in terms of which the Municipality and The Media News are fully covered for their respective rights, interests and liabilities. The policy shall provide for the coverage of at least R5000000 (FIVE MILLION RAND) per event, with the number of events unlimited; provided that the chief financial officer reserves the right, in his sole discretion, to require such increased coverage under the said policy which he may deem necessary. Written proof that the full premium has been paid shall be submitted to the chief financial officer for approval within 14(fourteen) days of date of signature of this agreement , provided that the Chief Financial Officer shall further be provided with written proof of each annual renewal of the said policy until expiry of this agreement or of such extended term as may be agreed upon between the parties.
- e. The Media News indemnifies the Municipality against claims whatever nature as well as legal costs (inclusive of costs on attorney/client scale) which may directly result from any action or omissions by The Media News.

Handwritten signatures of the parties involved in the agreement.

17 Approval of recepticals

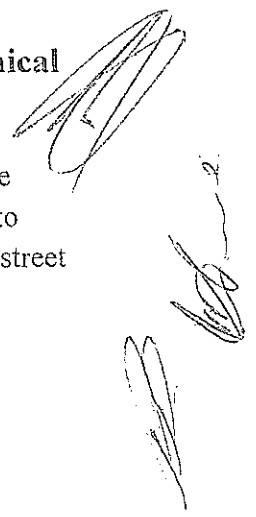
- a. The Media News agrees to submit for the approval of the corporate Executive Manager: Engineering services of the Municipality and the Executive Manager: Electrical and Mechanical Engineering of the Municipality, Comprehensive plans induplicate showing the final structural design and location for each type of frame and sign. In any frame and/or sign does not, in the sole opinion of either, or both of the corporate executive Manager: engineering services or Executive Manager: Electrical and Mechanical Engineering, meet the requirements of South African Outdoor Advertising Policy, The Media News shall erect the Sign.
- b. The Media News undertakes to comply with all relevant legislation including by-laws as amended from time to time.

18 Removal of illegal signs

- a. Before using a site, the media news shall at no cost to the Municipality, take all steps necessary to remove all previous and/or unapproved signs.
- b. For the duration of the contract , The media news shall at no cost to the municipality, take all steps reasonably necessary to remove all unapproved signs on lamp standards throughout the Matjhabeng Municipal District

19 . Requirements of the Executive Manger: Electrical and Mechanical Engineering.

19.1. The Media News agrees to take all steps that may be certified by the Executive Manager: Electrical and Mechanical engineering of the Municipality as reasonable, to ensure that the electrical power supply to all illuminated signs will derive from the street light grid and that the units will switch on and off together with the street lights.

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21.1) Should any party refuse or neglect to comply with any of the provisions of this agreement, the other party may give written notice that the breach is to be rectified within 14(fourteen) days of dispatch of the said notice, failing which the party giving notice shall be entitled to claim specific performance of the terms and conditions of this agreement, and in either case claim such damages as the party giving notice may have suffered.

22 General

22.1. Jurisdiction

Notwithstanding the amount or the case of action, both parties consent to the jurisdiction of the appropriate magistrate's court for the determination of any dispute, which arise from this agreement

22.2. Entire agreement

This document contains the entire agreement between the parties and no amendment, additional, deletion or substitution therein or thereof shall have any force or effect unless reduced to writing and signed by all the parties thereto.

22.3. No relaxation of the terms of this agreement by either party and no indulgence which may expressly or by implication be given to the other party shall in any way prejudice the rights of either one of the parties under this agreement will be capable of constituting a waiver of any such rights, or otherwise operate to limit, modify or later any parties right under this agreement.

22.4. Notice

22.4.1. Any notice in terms of this agreement or arising there from shall be in, shall be mailed to the addressee by pre-paid registered mail.

22.4.2. A notice so dispatched shall deem to have reached the addressee on the 3rd (THIRD) day after being so sent, proof of the contrary resting upon addressee.

22.5. Domicilium

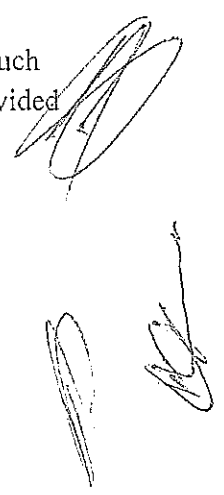
22.5.1. The Parties choose their physical addresses reflected on paragraph 24 hereof as their respective domicilium citandi et executandi.

22.5.2. Each party is entitled to change his domicilium by notice to other: Provided that such altered domicilium is not a post office box, private bag or poste restante address and provided further that is situated within the borders of the Matjhabeng Municipal District.

22.6. Postal addresses

The parties respective postal addresses are as is reflected on paragraph 24 hereof.

Any Party is entitled to change his aforesaid postal address by notice to the other.


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Thus done and signed at Welkom on this02..... day of the
.....MAY.....2017.

Witnesses

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2.....

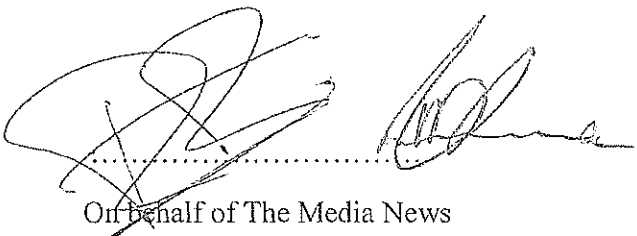

ON BEHALF OF THE MUNICIPALITY
ACTING MUNICIPAL MANAGER

Thus done and signed at Welkom on this.....02..... day of the
.....MAY.....2017.

Witnesses

1.....

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On behalf of The Media News

