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LEASE AGREEMENT 0689

For the lease of a certain ..... motor vehicle, registration number ..... (herein referred to as the "Vehicle")

entered into between NatureWheels cc (herein referred to as the "Lessor") and the lessee as hereinafter identified (herein referred to as the "Lessee") On a fully inclusive basis, tires, underbody damage and windscreen included

1 DETAILS OF LESSEE / client

Name/Surname ..... ID No./Passport No..... Street Address ..... City/Town ..... Suburb ..... Tel. Home ..... Work ..... Cell .....

2 AGREEMENT TO RENT VEHICLE

- 2.1 The Lessee, hereby agrees to lease the Vehicle from the Lessor on the terms and conditions set out hereinafter and agree to be bound by the Terms and Conditions annexed hereto. 2.2 Duration of Lease (the "Lease Period"); From (time)..... on (date)..... To (time)..... on (date)..... 2.3 Security deposit payable by the Lessee: N\$ 1 500-00 - Security deposit payable will be used if the vehicle is returned extremely dirty and valet clean is required - Extension of rental period without prior notice/payment - Traffic fines that the lessee incurred during the rental period without settling - damages caused to vehicle by gross neglect (for instance jacking the car on the body instead of the chassis).

TERMS AND CONDITIONS

3 LETTING AND HIRING, DEPOSIT AND RENTAL

- 3.1 The Lessor's obligations under this Agreement are subject to:- 3.1.1 the availability of the Vehicle and the Vehicle being roadworthy; 3.1.2 the Lessee being in possession of a valid drivers licence entitling the Lessee to drive the Vehicle on public roads in the Republic of Namibia. 3.2 In leasing the Vehicle, the Lessor shall use its best endeavors to provide and maintain the availability of the Vehicle during the Lease Period, but the Lessor does not represent or warrant that the Vehicle will be available uninterruptedly during the Lease Period. 3.3 The Vehicle is leased to the Lessee voetstoots and as is. The Lessor does not represent or warrant that the Vehicle is suitable for any particular purpose that may be contemplated by the Lessee, and the Lessee leased the Vehicle as is and at its own risk. 3.4 The Lessee shall pay to the Lessor a security deposit (the "Security Deposit") in the amount as indicated in the Lease Schedule, which amount the Lessor shall be entitled to employ to cover: 3.4.1 any rentals which may fall in arrears; or 3.4.2 any Damages caused whilst the Vehicle was in the possession of the Lessee due to gross negligence like jacking the car up on the body instead of the chassis. 3.4.3 any other payments due by the Lessee to the Lessor in terms of this Agreement like traffic fines for instance. 3.5 As soon as all the obligations of the Lessee under this lease have been discharged, the Lessor shall refund to the Lessee so much of the Security Deposit as has not been applied by the Lessor in terms of this Agreement. 3.6 The Lessee will not be entitled to set-off or withhold payment of any amounts due in terms of this Agreement to the Lessor for any reason whatsoever.

4 USE OF VEHICLE

- 4.1 The Vehicle may only be utilised for the duration of the Lease Period. 4.2 The Vehicle may only be driven by the Lessee 4.3 During the Lease Period, the Vehicle may not be used (i) for the conveyance of passengers or goods for reward; (ii) to propel or tow any other vehicle (including any caravan or trailer) unless authorised by the Lessor in writing; (iii) for any illegal purpose of any nature whatsoever; (iv) in any area where there is or may be a risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the afore going. In the event that a Vehicle is used under any of the aforementioned circumstances, the Lessor may terminate the Lease forthwith and the Lessee shall redeliver the Vehicle to the Lessor on the Lessor's demand and forfeit all rental paid in advance. 4.4 The Lessee shall, for the duration of the Lease Period, make adequate provision for the safety and security of the Vehicle and, in particular, but without limiting the generality of the afore going, when the Vehicle is not in use, the Lessee shall keep the Vehicle properly locked, secured and immobilised; the Lessee will activate the burglar alarm and vehicle tracking or monitoring system (if any); and will ensure that any anti-theft device in the Vehicle is properly secured and in place. 4.5 The Lessee will ensure that the keys of the Vehicle are under the Lessee's control at all times.

5 VARIOUS OBLIGATIONS OF THE LESSEE

- 5.1 The Vehicle shall be returned to the Lessor in the same condition as it was delivered to the Lessee fair wear and tear excepted. 5.2 When the Lessee returns the Vehicle to the Lessor, the Lessee shall 5.2.1 complete and sign a vehicle inspection report together with the Lessor in terms of which the Lessee enters and the Lessor confirms any damage or loss which has occurred in respect of the Vehicle during the Lease Period, and in the event that the Lessee fails to do so, he shall be deemed to have accepted the contents of the Vehicle Inspection Report completed by the Lessor after the return of the Vehicle; and 5.2.2 hand the keys to the Lessor. 5.3 If the Vehicle is driven by anyone other than the Lessee, then, without derogating from any rights or remedies which the Lessor may have, the Lessee shall remain liable for all his obligations in terms of this Agreement and in particular, the Lessee shall be liable to the Lessor as if the Lessee had been driving the Vehicle. 5.4 The Lessee shall be liable for all fines, penalties and like expenses arising out of or concerning the use of the Vehicle during the Lease Period. The Lessee hereby authorises the Lessor to disclose any information required by a relevant authority to process any such fines, penalties and/or expenses which are incurred during the Lease Period, and the Lessee accordingly indemnifies and holds the Lessor harmless against all liabilities in respect of and arising from such fines, penalties and expenses. 5.5 The Lessee shall not exceed a speed of 120 km/h on tarred roads, or 80 km/h on gravel roads and shall not drive the Vehicle off proclaimed roads in Namibia, save on well maintained roads on Game Reserves, Lodges and Farms in order to gain access to these facilities and for game viewing purposes. In this regard the Lessee agrees that the GPS based record kept by the Lessor of the Vehicle's travel and speeds, shall constitute absolute proof thereof and will not be subject to dispute and shall reflect the Lessee's

compliance or otherwise with the terms of this provision. x..... If the lessee exceeds above speeds as stipulated then all damages caused by an accident will be for clients own account. 5.6 The Lessee shall not attempt to cross rivers in flood with the vehicle.

6 LIMITATION OF LESSOR'S LIABILITY, WAIVER AND INDEMNITY

- 6.1 The Lessor shall not be liable to the Lessee for any losses or damages of whatsoever nature (including, for the avoidance of doubt, any direct or indirect losses or damages, losses of profit or consequential losses), which the Lessee may sustain on account of: 6.1.1 the Vehicle becoming unfit for use for any reason whatsoever; or 6.1.2 the Lessor being required to withdraw the Vehicle from use by the Lessee in terms of this Agreement or otherwise; or 6.1.3 the Vehicle being unavailable to the Lessee on account of any unforeseen circumstances during the Lease Period, and in such case the Lessee's only remedy against the Lessor shall be an entitlement to a pro rata reduction of the rental in respect of that portion of the Lease Period during which the Vehicle is not available for use by the Lessee. 6.2 The Lessor shall not be liable to the Lessee or the Lessee's executors, heirs, legal successors or dependants in respect of: 6.2.1 any injury or death of the Lessee or any passengers accompanying the Lessee; or 6.2.2 any losses or damages of whatsoever nature (including, for the avoidance of doubt, any general or special losses or damages, direct or indirect losses or damages, losses of profit or consequential losses), which the Lessee may sustain as a consequence of: 6.2.3 any defect existing or coming into existence in respect of the Vehicle before or during the Lease Period, or whilst the Vehicle is in the Lessee's possession; 6.2.4 any negligence of the Lessor or its principals or managers in maintaining the Vehicle. 6.3 The Lessee hereby waives, to the fullest extent allowed in law, any claims for losses or damages contemplated in clauses 7.1 and 7.2 against the Lessor. 6.4 The Lessee hereby indemnifies and holds the Lessor harmless, to the fullest extent allowed by law, against any claims from any passenger or third party in respect of losses or damages contemplated in clauses 7.1 and 7.2.

7 GENERAL

- 7.1 This Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of Namibia. 7.2 The Lessee acknowledges that the Vehicles is fitted with a GPS vehicle management system, which is used to inter alia, record speed and other information relating to the Vehicle rented. The Lessor shall be entitled to use such information (including in court proceedings) as it deems fit. 7.3 The renter chooses the address specified in the rental form as his domicilium citandi et executandi and any notice posted to him there be deemed to be received three days after it is posted unless he proves the contrary.

VEHICLE INSPECTION AND DELIVERY REPORT

Registration Number: ..... Date: ..... Time: ..... Odometer Reading: ..... Fuel Tank: .....

I, the undersigned, being the Lessee of the above Vehicle, acknowledge having received the above Vehicle in good order and condition.

Dated at ..... this ..... day of ..... 20 .....