

WesBank

A Division of FirstRand Bank Ltd. An Authorised Financial Services Provider
 Vol Reg No 4210192851 Registered Bank, Reg. No. 1925/00133506

LEASE AGREEMENT (INSIDE ACT)

Ref No: ("LA1") - LIGHT BLUE
 VAT Registration No: BOZ WCO LSAG
 4210102051
 Date/Time: 2008/11/27 09:48 AM
 Old Account No: BC231444W
 New Account No: 85021403527

Between **WESBANK**
 of **WESBANK HOUSE 21 RIEBEECK STREET CAPE TOWN 8001**
 and **MR CHARLES HENRY DELACOUR CORNWALL**
 of **7 TERRACE HILL SILVERHURST ESTATE CONSTANTIA 7848**

(Lessor)
 (Lessee)

By which the Lessor leases to the Lessee the goods described below ("the Goods") on the terms and conditions set out in this agreement:

Goods Description: **PORSCHE 911 CARRERA (987)**
 Engine No: **89510539**
 Chassis No: **WPDZZZ99Z56760700**
 Odometer Reading as at Contract Date: _____
 Registration No: _____
 Serial No: _____

EXTRAS				Cashprice	
SERV & DELIVERY	R	1,995.00		R	1,120,000.00
ADDITIONS				Total Extras	R 1,995.00
Initial Rental	Cash	R 0.00	Trade-In	R	0.00
Rates are expressed as "NACM" (Nominal Annual Compounded Monthly). Your quoted variable interest rate is: Prime Rate less 2 % Your contract rate (inclusive of processing fees) is: Prime Rate less 1.931 % Prime Rate as at contract commencement date: 12 %					
				Agreed Money Value	R 1,121,995.00
				Additions	R 0.00
				Total	R 1,121,995.00
				Total Initial Rental	R 0.00
				Book Value at end	NIL
				Present Value of Book Value	NIL
				Principal Debt	R 1,121,995.00
				Finance Charges	R 411,599.20
				Processing Fees	R 3,600.00
				Aggregate Rentals	R 1,537,094.20
				Includes VAT of	R 136,218.88

Payment Structure of Rentals

Commencement Date: 2008/11/24

First Rental: 18,136.27 due on 2007/01/01

Thereafter: 58 Rental (s) of 15,136.27 on the same day of each successive MONTH and a

Final Rental: 466,936.27 due on 2011/11/23

ACKNOWLEDGEMENTS
 The Buyer confirms the following acknowledgements as part of this transaction, by initialling the block.

DEBIT ORDER I hereby irrevocably authorise debits to my bank account with all amounts due or might at any future time become due in respect of my obligation under this agreement.
 Bank Name: NEDBANK Branch Code: 101105
 Account Type: CURRENT Account Number: 1011056070

TAX I warrant that the monthly payments, or part thereof, are allowed to be wholly or partly deducted from or set-off against my taxable income.

I agree to inform you of any change in my contact information during the period of the contract, including any change in telephone, residential, postal or e-mail addresses that I may have elected to be used for purpose of communication with me.

Signed at Cape Town Date 28/11/2008

Signature (for and on behalf of Lessee) [Signature] Witness [Signature]

Signature (for and on behalf of Lessor) [Signature] Witness [Signature]

WHEN ANY CREDIT AGREEMENT IN RESPECT OF WHICH THE INITIATIVE EMANATED FROM ANY SELLER OR HIS MANAGER, AGENT OR EMPLOYEE, IS SIGNED BY THE BUYER AT A PLACE OTHER THAN THE BUSINESS PREMISES WHERE THE SELLER OR HIS MANAGER, AGENT OR EMPLOYEE ORDINARILY CARRIES ON BUSINESS, THE BUYER MAY WITHIN 5 DAYS OF THE DATE THE CREDIT AGREEMENT, TERMINATE IT BY NOTICE IN WRITING DELIVERED OR SENT BY PREPAID REGISTERED MAIL TO THE SELLER, AND BY TENDERING THE RETURN OF ANY GOODS DELIVERED TO HIM IN TERMS OF THE CREDIT AGREEMENT.

DUTY STAMP

[Handwritten marks]

"CI"



Eddison Way
 Century Gate Business Park
 Century City
 Tel: 021 555 6800
 Fax: 08661 911 02

LSM Distributors (Pty) Ltd
 t/a Porsche Centre Cape Town
 Co Reg: 2005/017932/07
 Vat No: 4360146007
 www.porsche.com

USED VEHICLE TAX INVOICE

Invoice to:
 Wesbank Corporate Finance
 2nd Floor
 Fairway House
 Fairway Close
 N1 City

Deliver to:
 Mr C H D Cornwall
 7 Terrace Hill
 Silverhurst Estate
 Groot Constantia

7500
 Vat No: 4210102051

7800

ZAR

Vehicle : Porsche 911 Carrera 2.5 Cab	Colour : Arctic silver metall	Registration Number : CA7141
Chassis No. : WP0ZZZ89ZSS760700	Trim : Black All Leather	Date 1st registered : 04/05/2005
Engine No. : 68510539	Order : 50070	Year Model : 2005
		Odometer : 10660

Selling price	982456.14	137543.86	S	1120000.00
On-Road-Charges	1760.00	245.00	S	1995.00

Totals	<u>984206.14</u>	<u>137788.86</u>		<u>1121995.00</u>
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(0/ 0/ 0) Balance due 1121995.00

This invoice is not valid unless authorized by the Managing Director of Porsche Centre.
 Notwithstanding the delivery of any goods to the purchaser, ownership of the goods shall remain in Porsche Centre until the whole of the contract price due by the purchaser has been paid
 and all cheques, currencies and other instruments given the purpose of such payment have been honoured. Credit cards are not an acceptable form of payment.
 The risk on goods sold by Porsche Centre passes to the purchaser upon delivery thereof or signing of this tax invoice, whichever occurs first.

Customer:

Sales Executive:

Sales Manager:

Managing Director:

WesBank

A division of FirstRand Bank Ltd. An Authorised Financial Services Provider
VAT Reg. No. 421010205 / Registered Bank, Reg. No. 1929/001225/06

DELIVERY RECEIPT

Ref No: BCZ WCO DROP
Date/Time: 2006/11/24 11:39 AM
Old Account No: BCZ31444W
New Account No: 85021403827

Delivery Receipt

"C2"

To: (Supplier) ONE OFF TRANSACTION - ACW T/A WESBANK - ACW

Please deliver in good order and condition and to the satisfaction of our customer:
MR CHARLES HENRY DELACOUR CORNWALL

who will accept delivery as our agent, the goods described below:

Goods Description	:	PORSCHE 911 CARRERA (997)
Engine Number	:	88E10539
Chassis Number	:	WPCZZZ99Z58760700
Registration Number	:	
Serial Number	:	

Invoice No

After the customer has inspected the goods, kindly arrange for him/her to sign the Acknowledgement of Delivery at the bottom hereof with one of your staff members signing as witness, whereafter that document is to be returned to WESBANK CORPORATE together with the original certificate of Registration.

Immediately upon receipt of the above mentioned documents, duly completed, we will effect payment of the purchase price.

WESBANK CORPORATE

Branch Address: WESBANK CORPORATE
WESBANK HOUSE
21 RIEBEECK STREET
CAPE TOWN
8001


Authorised Signatory

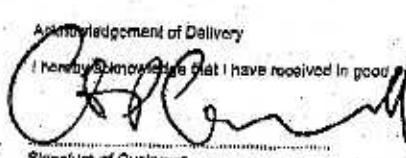
p.p. WESBANK CORPORATE

Tel No.

Date: 2006/11/24

Acknowledgement of Delivery

I hereby acknowledge that I have received in good order and condition and to my entire satisfaction, the goods described above.


Signature of Customer


Witness

Date


28/11/2006






1. Definitions

- 1.1 "annual finance charge rate" shall be the rate at which finance charges are levied on the balance of the principal debt then owing by you to the Lessor expressed as a percentage as specified in the Agreement and which shall be one of the following:
- a) A fixed annual nominal rate compounded monthly ("NACM"); or
 - b) A variable NACM equivalent to the prime rate (as defined below) plus so many percentage points as specified and calculated monthly ("prime plus ____%"); or
 - c) A variable NACM equivalent to the "term lending base rate" (as hereinafter defined) plus so many percentage points as specified and calculated monthly;
- 1.2 "prime rate" means the interest rate (per cent, per annum, compounded monthly) from time to time published by FirstRand Bank Limited as being its minimum overdraft rate, as certified by any manager of the Bank whose appointment and designation need not be proved;
- 1.3 "term lending base rate" ("TLBR") means the published term lending base rate of the Association of General Banks as determined from time to time and as evidenced by a certificate issued by a director of that association, whose status and title need not be proved;
- 1.4 "FNB" means FNB a division of FirstRand Bank Limited.
- 1.5 "WesBank" means FirstRand Bank Limited t/a WesBank.



2. Acknowledgement relating to ownership in the goods

- 2.1 You acknowledge that the Lessor may cede all his rights, including ownership in the goods, to WesBank. If the Lessor does so, you agree to recognise WesBank as the new owner and that you will then hold the goods on behalf of WesBank. You further agree that the Lessor made no representations, warranties or promises to you regarding the goods.
- 2.2 Whenever WesBank is the Lessor then you acknowledge that when you take delivery of the goods you will do so on behalf of WesBank and that the goods of which you take delivery will have been selected and approved by you as being fit for the purpose for which you intend using them.
- 2.3 If you have signed this agreement together with any other person/s as Lessee, each of you will be liable to the Lessor in full;



3. Early settlement of your agreement

If you wish to settle this agreement early without penalty you must give 90 days notice in writing to the Lessor but this notice cannot be given before 90 days have passed since you signed the agreement.




4. Ownership and responsibility for the goods

- 4.1 The Lessor will remain the owner of the goods even after the end of the agreement unless you exercise the rights to purchase the goods at the price established by the Bank at the end of the contract such sale being voetstoets and without warranty; and
- 4.2 The risk in the goods will be yours when you take delivery of the goods or sign this agreement whichever happens first.



5. Your licensing and insurance requirements

- 5.1 You must at all times keep the goods insured with a registered insurer against all insurable risks, all loss and damage to the value of the purchase price. Please note the following:
- 5.1.1 You must ensure that the Lessor's interest is noted on the policy by the insurance company;
 - 5.1.2 You must give the Lessor proof of insurance within 7 days of the Lessor asking you;
 - 5.1.3 If you do not give the Lessor proof that you have insured the goods, the Lessor shall be entitled to insure the goods and recover the premium from you or add such premium to your account and to recover such premium in instalments over the remaining period of the agreement;
 - 5.1.4 If the premium of the insurance is added to the balance due by you in terms of this agreement, it will bear interest at the same rate as specified in the schedule;
 - 5.1.5 You will transfer your rights, if required, to any such comprehensive or life insurance policy to the Lessor.
- 5.2 You will be responsible for the licensing and registration (if applicable) of the goods where these consist of a motor vehicle together with all costs of doing this.



6. Your regular payments and related matters

- 6.1 When signing this agreement you must make the first payment or give the required advance rental in terms of this agreement.
- 6.2 All payments you make thereafter must be made to any branch of FNB. You must ensure that the Lessor receives the full amount of each payment as set out in the schedule and you may not deduct any amount from your payment.
- 6.3 If you have elected a variable finance charge rate this means that your finance charge rate may rise or fall depending on the prime rate or TLBR as indicated on the schedule. Such increase or decrease will be of immediate effect but the Lessor will notify you as soon thereafter as may be practical for the Lessor.
- 6.4 Should you fail to make payment of any amount on the due date you will pay interest on the amount you should have paid at the maximum finance charge rate allowed by the Usury Act until such time as you make good that payment. If the Usury Act does not apply to this agreement then the overdue amount shall bear interest at 10% above prime rate.
- 6.5 It is agreed that the Lessor may provide a certificate from one of its managers, whose position it will not be necessary to prove, showing the amount due to the Lessor and how it is calculated. Unless you disagree with such amount and are able to satisfy the court that the amount in the certificate is incorrect, it is agreed that the Lessor may take any judgment or order it is entitled to in law based on the facts contained in the certificate, or such amount as the court may find to be due.
- 6.6 You agree that the conduct of your account can be reported to credit bureaux or any company within the FirstRand Limited Group without further consultation.



7.



Use of the goods

- 7.1 You must keep the goods in your possession or under your control at all times and you must maintain the goods in good working condition at your expense. If the goods are not kept at your stated address then you must inform the Lessor of the address where they are kept.
- 7.2 You may not give the goods to any other person or sell, let, loan, pledge or transfer the goods to another without the Lessor's written approval and you must not allow the goods to become subject to any attachment or any legal claim by any third party.
- 7.3 Should the goods be a motor vehicle, you and any other person who uses the vehicle with the Lessors approval, must be fully qualified and licensed to drive the vehicle.
- 7.4 You may not modify the goods in any way without the Lessor's approval and please note that any accessory or part you add to the goods will become the property of the Lessor for which the Lessor will not have to pay or carry any liability.
- 7.5 You will allow the Lessor or a representative of the Lessor to inspect the goods at any reasonable time and arrange for access to the goods if necessary.
- 7.6 If the subject of this agreement is not a vehicle but some other moveable property you must ensure that it never accedes to the property where it is kept.

8.



Notification to landlord, owner or mortgagee

- 8.1 If the vehicle is to be kept on premises that do not belong to you, you must inform the landlord, owner or mortgagee of the property in writing that the vehicle belongs to the Lessor. This must be done on the date of signature of this agreement.
- 8.2 Upon signing this agreement you must give the Lessor the name and address of the landlord, owner or mortgagee and you are requested to notify the Lessor should the landlord, owner or mortgagee change.
- 8.3 The Lessor will be entitled to inform the landlord, owner or mortgagee if you fail to either do so or to give the Lessor written acknowledgement from the landlord, owner or mortgagee.

9.



Restriction on movement of goods

You may not take the goods out of the Republic of South Africa without the prior written consent of the Lessor.

10.



Breach

- 10.1 If you fail to comply with any of the conditions of this agreement (all of which you agree are material), or fail to pay any amounts due to the Lessor, or you have made misleading statements to the Lessor before signing this agreement, or you allow any judgement that has been taken against you to remain unpaid for more than seven days, then the Lessor will have the right (without affecting any of its other rights):
 - 10.1.1 To claim from you the amount which the Lessor would have been paid had you fulfilled all your obligations. To this end, the Lessor will be entitled to cancel the agreement, to take the goods back, sell the goods, keep all payments you have made and claim the balance (if any) from you as damages; or
 - 10.1.2 To claim immediate payment of the full amount that the Lessor could claim in terms of the agreement, as if it was then due by you.
- 10.2 if it is necessary to determine the value of the goods you will bear the cost of the appraiser and you will accept the valuation as final and binding.
- 10.3 The Lessor will choose the appraiser.

11.



Termination on total loss of the goods

If the goods are disposed of by you, lost or stolen and not recovered within 21 days or are destroyed or damaged beyond economic repair, then this agreement shall come to an end immediately and the provisions of 10 shall apply.

12.



Indulgence

Should the Lessor not have insisted that you follow any of the terms and conditions strictly at any previous stage you may not assume that the terms and conditions have been altered. These terms and conditions will still apply.

13.

Entire agreement

This is the whole contract and no changes may be made to it unless these changes are in writing and signed by both you and the Lessor.

14.



Cession and assignment

You may not transfer your side of the agreement to any other party without getting the Lessor's prior written approval but it is agreed that the Lessor can transfer his side of the agreement (his rights in the agreement and goods) to another party. You agree that if the Lessor does transfer his side you will continue to hold the goods and fulfil your obligations on behalf of and to the new party.

15.



Costs

- 15.1 You agree to be liable for the costs related to preparing this agreement ("processing fee") and the costs arising from your failure to comply with any terms of this agreement and/or any default on your part on an attorney and client basis and for the payment of collection commission on all payments made by you if the matter is referred to an attorney.
- 15.2 It is agreed that should there be a change in the way the Lessor is taxed then, in order to give the Lessor the same rate of return as contemplated at the time of signing the contract the Lessor may increase the instalments payable.

16.



South African law to apply

It is agreed that the laws of the Republic of South Africa shall apply to this agreement and that the Magistrate's Court shall have jurisdiction over any proceedings that may arise from this agreement unless the Lessor chooses the High Court.

17.



Addresses

- 17.1 It is agreed that the addresses given at the beginning of this agreement shall be the place to which all post, notices or other communication are to be sent to you and you agree that such communications shall be binding on you.
- 17.2 You must let the Lessor know immediately in writing of any change in your address and the new address you give must not be a post box or private bag number. If you fail to give notice of a change of address the Lessor will be entitled to use the address it has for you, for all purposes, even if you are no longer there.
- 17.3 You accept that you will be deemed to have received a notice or letter 5 days after posting to the address you have given.

Handwritten signature/initials