

**OFFER TO LEASE**  
(hereinafter referred to as “the Offer”)

<b>NAME OF OFFEROR:</b>	
<b>CONTACT INFORMATION:</b>	
<b>ID OR COMPANY REGISTRATION NUMBER:</b>	
<b>TELEPHONE:</b>	
<b>EMAIL:</b>	

(hereinafter referred to as “the Offeror”).

APPLICATION TO LEASE MADE TO	
<b>LANDLORD:</b>	
<b>C/O:</b>	GROWTHPOINT MANAGEMENT SERVICES PROPRIETARY LIMITED (“GMS”)

(hereinafter referred to as “the Landlord”).

The Offeror and the Landlord are hereafter collectively referred to as the “Parties”, and individually referred to as a “Party”.

**1. LEASED PREMISES AND PERIOD**

The Offeror hereby offers to lease from the Landlord, on the conditions set out below, the following premises (hereinafter referred to as “the Leased Premises”):

<b>BUILDING NAME &amp; ADDRESS:</b>						
<b>BUILDING NAME:</b>			<b>FLOOR:</b>	<b>RENTABLE (m2):</b>		
<b>LEASED PREMISES (UNITS AND FLOOR)</b>	<b>LEASE PERIOD (IN MONTHS)</b>		<b>BENEFICIAL OCCUPATION (START DATE)</b>		<b>LEASE COMMENCEMENT DATE</b>	
<b>USAGE OF PREMISES:</b>						
PARKING						
<b>TOTAL NUMBER:</b>						
<b>OPEN BAYS</b>	<b>SHADE NET BAYS</b>	<b>COVERED BAYS</b>	<b>BASEMENT BAYS</b>	<b>OTHER PARKING</b>	<b>BASEMENT TANDEM BAYS</b>	
SUPPLEMENTARY AREAS (m2): (ROOF AREA / PATIO / STORAGE)						
<b>ROOF AREA</b>		<b>PATIO</b>			<b>STORAGE AREA</b>	

## 2. RENTAL AND OTHER LEASE COSTS

2.1 The monthly rental and other lease charges payable by the Offeror in the first year of the lease will be as set out hereunder. These costs will escalate on the anniversary of the lease commencement date by the escalation rates as provided hereunder (compounded annually):

	RATE/M2 OR BAY PER MONTH	MONTHLY COST	ANNUAL ESCALATION RATE
NET RENT	R	R	%
OPERATING COSTS	R	R	%
RATES AND TAXES	R	R	ACTUAL
TOTAL MONTHLY GROSS RENTAL	R	R	
OPEN PARKING	R Per bay per month	R	%
COVERED PARKING	R Per bay per month	R	%
SHADENET PARKING	R Per bay per month	R	%
BASEMENT PARKING	R Per bay per month	R	%
BASEMENT TANDEM BAYS	R Per bay per month	R	%
OTHER PARKING	R Per bay per month	R	%
STORAGE RENTAL	R	R	%
PATIO RENTAL	R	R	%
ROOF RENTAL	R	R	%
SIGNAGE RENTAL	R	R	%
GENERATOR RENTAL	R	R	%
WATER TANK LEVIES	R	R	%
AIR CONDITIONING MAINTENANCE	R	R	%
CID LEVIES	R	R	ACTUAL

2.2 The rental and other lease charges referred to above, and any other costs due, shall be due and payable on the first day of each month, without set-off or deduction, to the Landlord's banking account.

2.3 All rentals and other charges will be based on the rentable area of the Leased Premises.

2.4 All amounts due in respect of this Offer and the Lease Agreement are quoted exclusive of VAT.

2.5 The Offeror hereby confirms that a debit order will be signed by the authorised person for all charges on a monthly basis.

2.6 The first month's rent security referred to in Clause 2 above and any costs referred to in Clause 4.2 below are payable upon signature of the Lease Agreement and prior to the Landlord granting occupation of the Premises

2.7 The Offeror shall pay a lease administration fee of R 1,650 ex VAT on new lease agreements and R 850 ex VAT on renewal leases, lease extensions or temporary leases for the drafting and execution of the agreement or lease renewal agreement or addendum to lease upon demand from landlord.

### 3. LEASE SECURITY OPTIONS

3.1 Lease Security is required by the Landlord. The value of the Security to be provided is recorded hereunder, however irrespective of this value such value may be determined in the sole discretion of the Landlord having regard to any credit check results. Please indicate a lease security option, by marking an X in the space provided:

PLEASE TICK YOUR PREFERRED CHOICE BELOW

DEPOSIT	'UNDEPOSIT'-REFER TO CLAUSE 3.2 BELOW
R	R (EXCLUDING VAT)
The standard requirement is 3 (three) times the last month's Total Rental Subject to credit check results	[Once off non-refundable fee to a maximum of 20% of Deposit value] Subject to credit check results

3.2 Should the Offeror accept the UNdeposit fee option, the Offeror hereby acknowledges and agrees that the UNdeposit fee is non-refundable and no set off will be allowed against any claim whatsoever that the Offeror may have against the Landlord or any claim the Landlord may have against the Tenant under this Offer, or the subsequent Lease Agreement.

3.3 The Offeror acknowledges that there are certain circumstances, such as type/age of legal entity and/or the results of the credit check which may require the Offeror to furnish Suretyship. This requirement shall be negotiated between the parties prior to the lease being signed.

### 4. TENANT INSTALLATION ALLOWANCE

LANDLORD'S ALLOWANCE IN RESPECT OF TENANT INSTALLATION PROJECT:	R (per m2)
Total contribution value R	R

4.1 The Landlord's Allowance in respect of the Tenant Installation Project shall be limited to the amount recorded above.

4.2 Any amounts in excess of the Landlord's Allowance, save for costs which are expressly agreed by the Landlord in writing, will be for the Offeror's account and payable upon signature of the Lease Agreement, and prior to the Landlord commencing with the Tenant Installation Project. Failure to comply herewith shall not exonerate the Offeror from any obligations in terms of this Offer or the Lease Agreement.

4.3 Any Tenant Installation Project Overrun is payable upon signature of the lease.

### 5. ADDITIONAL CHARGES

5.1. In addition to the costs set out above, the Offeror shall be responsible for, and make payment on demand, to the Landlord,

5.1.1. its percentage share or (in the event that there are dedicated sub-meters) its metered consumption of electricity, water, gas and sanitary fees, consumed in the premises; and

5.1.2. its percentage share of refuse, city improvement district levies / owners' association fees / body corporate levies, if applicable; and

5.1.3. the designated percentage of the diesel consumed in the operation of the generator, if applicable. It is recorded that this designated percentage payable by the Offeror in respect of diesel consumed by the generator shall be calculated as the percentage which the total rentable area of the premises bears to the total rentable area of the area served by the generator;

5.1.4. its percentage share of the electricity, water, gas, refuse and sanitary fees consumed in the common areas of the Building/Property; and

5.1.5. its percentage share of the rates and taxes (quoted indicatively above) and any increases thereon as levied by the local authority.

5.2. The percentage share shall be the percentage which the total rentable area of the Leased Premises, bears to the total rentable area of the property / building (referred to as the "Tenant's Percentage Share"). The total rentable area of the Leased Premises is the usable area of the premises, plus a portion of the common areas.

5.3. The percentage share as referred to in Clause 5.1.1 shall be the percentage which the total rentable area of the Leased Premises bears to the total rentable area of the area served by the relevant meter.

## 6. LEASE AGREEMENT

6.1. The Offeror hereto agrees and undertakes to enter into and sign a written Lease Agreement with the Landlord incorporating the terms and conditions set out herein. A hard copy may be obtained upon request.

6.2. The Parties hereto agree and undertake that should the Offeror fail to enter into and sign such written Lease Agreement as stated in Clause 6.1 above, the provisions of this Offer shall, provided that this Offer is accepted by the Landlord within the period stated in Clause 12 below, constitute a lawful and binding contract between the Landlord and the Offeror

## 7. BREACH

If the Offeror fails to pay any rent or other amount due by it in terms hereof, or the Offeror commits any other breach in terms hereof, then the Landlord shall have the right, without prejudice to and in addition to any other rights which it may have to cancel this Offer, to retake possession of the Leased Premises, and to institute legal action for the recovery of any damages it may have suffered.

## 8. WARRANTIES AND VARIATIONS

The Offeror acknowledges that no representations or warranties whatsoever have been made to it other than those set out above and that no alteration or variation of this document shall be of any force and effect unless in writing and signed by both Parties.

## 9. CREDIT CHECK

9.1. The Offeror authorises GMS and its nominated service provider/s, to conduct any reference / financial / credit checks on the business, the directors, and sureties of the Offeror, as they may deem necessary acting in their sole discretion, relating to this Offer, and forthwith during the duration of the Lease Agreement, and/or any renewal thereof. The Offeror agrees to timeously comply with the requirements of such service provider/s.

9.2. The Offeror agrees to provide all information requested by the Landlord's agents which information is deemed necessary for credit vetting and risk management purposes. In this regard the Offeror undertakes to complete the questionnaire sent to the Offeror together with this document.

9.3. The Offeror certifies and warrants that the information furnished is true and correct, that he/she has the authority to sign this application and that he/she has not misrepresented or concealed any material fact, which might have a bearing on the Landlord accepting this Offer.

## 10. CONFIDENTIALITY

This Offer is confidential, and the commercial terms may not be disclosed to any third party. The Offeror indemnifies the Landlord against any damages and/or lost opportunity costs, which the Landlord may suffer as a result of the Offeror's breach of the confidentiality undertaking in this Clause.

## 11. MISCELLANEOUS TERMS

11.1. If the Offeror is a Sole Proprietor/ Partnership/ Trust OR its asset value and turnover is less than R 2 million per annum, the CPA form in the credit application form must be completed.

11.2. The Offeror by affixing his/her signature hereto acknowledges that he/she understands the contents of this document and shall be bound by same.

11.3. GMS is the duly authorized agent of the Landlord, for all purposes herein.




14. BROKER DETAILS

NAME OF BROKER	
NAME OF BROKER HOUSE	

Signed on behalf of the OFFEROR at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
(FULL NAME AND SURNAME IN PRINT)

\_\_\_\_\_  
**FOR AND ON BEHALF OF THE OFFEROR  
BEING DULY AUTHORISED HERETO**

\_\_\_\_\_  
(FULL NAME AND SURNAME IN PRINT)

\_\_\_\_\_  
**FOR AND ON BEHALF OF THE OFFEROR  
BEING DULY AUTHORISED HERETO**

Signed on behalf of the LANDLORD at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
(FULL NAME AND SURNAME IN PRINT)

\_\_\_\_\_  
**FOR AND ON BEHALF OF THE LANDLORD  
BEING DULY AUTHORISED HERETO**

\_\_\_\_\_  
(FULL NAME AND SURNAME IN PRINT)

\_\_\_\_\_  
**FOR AND ON BEHALF OF THE LANDLORD  
BEING DULY AUTHORISED HERETO**