



POWERED BY

**GROWTH-POINT**  
PROPERTIES



## GREEN BENEFIT SCHEME

### Terms & Conditions

#### A. Interpretation

Capitalised Terms used in this Agreement shall bear the same meaning as defined in the Lease Agreement concluded or to be concluded between the Tenant and the Landlord, unless specifically stated otherwise.

#### B. Details of the Growthpoint e-CO<sub>2</sub> Green Benefit Scheme

##### The details

1. Growthpoint has concluded a power purchase agreement with licensed electricity trader Etana Energy (Pty) Ltd ("the Energy Trader") for the supply of renewable energy to identified buildings within the Growthpoint portfolio. The electricity produced would initially derive from wind, solar and hydro electricity sources. Other renewable energy sources may be included in the future.
2. Growthpoint has the ability to accept supply of this renewable electricity through wheeling to certain selected buildings based on agreements entered into with various local Municipal authorities and Eskom directly.
3. Tenants occupying Participating Buildings (as defined below) will have the election to apply for one of the following options:
  - a. up to 70% electricity supply from renewable sources; or
  - b. up to 100% electricity supply from renewable sources. As renewable energy is variable in nature it would be the discretion of the Landlord which Tenant will qualify for 100% renewable electricity allocation. A limited number of Tenants would be able to qualify for the 100% option.
4. How the Green Benefit scheme works

The Tenant will receive a renewable energy benefit ("Green Benefit") on their monthly invoice determined by using the following approach based on the Tenant's renewable energy electricity consumption:

  - a. It shall be the responsibility and at the cost of the Landlord to ensure that the Tenant has a smart electricity meter installed in the Leased Premises.
  - b. Provided that the Energy Trader has commenced supply of renewable energy to Growthpoint, the commencement date for the Green Benefit shall be the later of the first month of July following the Commencement Date of the Lease Agreement, and 1 July 2026 ("Effective Date").
  - c. The escalation date shall be 1 July of each year irrespective of whether the Tenant's building connection is with Eskom or a local Municipal authority and irrespective of the escalation date applicable to rental payable in terms of the Lease.
  - d. Escalation of the variable renewable energy component of electricity cost, exclusive of Common Area electricity, will be fixed at the lower of 7% per annum ("Fixed Escalation"), or the escalation prevailing from time to time as approved by NERSA.
  - e. The Green Benefit shall be the difference between the actual increase applied by the local Municipal authority or Eskom approved by NERSA and the Fixed Escalation as indicated above, and calculated as follows:



- i. Growthpoint will calculate the base cost per month that the Tenant would have paid for the wheeled renewable energy by using the applicable prevailing wheeling tariff and any associated costs and charges and applying the NERSA approved escalation, multiplied by the allocated and consumed renewable energy ("Base Renewable Energy Cost").
  - ii. Growthpoint will do the same calculation using the previous year's Tenant applicable wheeling tariff and any associated wheeling costs and charges and applying the Fixed Escalation, multiplied by the allocated and consumed renewable energy ("Adjusted Tenant Renewable Energy Cost").
  - iii. The Tenant applicable wheeling tariff for future years would be based on the Adjusted Renewable Energy Cost tariff used for the previous year.
  - iv. The Green Benefit shall be calculated as the difference between the Base Renewable Energy Cost and the Adjusted Tenant Renewable Energy Cost.
  - v. The Green Benefit would reflect as a credit on the Tenant's invoice on the following month.
- f. The Green Benefit shall also include, at the Tenant's election and cost, a certified emission reduction certificate on an annual basis for the renewable energy supply consumed and allocated to the Tenant.

### C. Terms and Conditions to the Growthpoint e-CO<sub>2</sub> Green Benefit Scheme

1. Participating in this Green Benefit scheme is deemed acceptance of these Terms and Conditions. This Green Benefit scheme is not valid in conjunction with any other offer unless otherwise advised.
2. The Green Benefit scheme is applicable to New Tenants as well as existing Tenants on the renewal of their lease agreement, provided such Tenants are within the buildings highlighted below.
3. The Green Benefit scheme is only applicable in respect of the below buildings from 1 August 2024 ("Participating Buildings") or when first renewable energy production comes online and shall not be applicable to any other properties within the Growthpoint portfolio. Growthpoint reserves the right to add or remove buildings at its sole discretion and would depend on if the electricity supply agreements are amended by Eskom or the local Municipal authorities and further power purchase agreements are signed for the highlighted buildings below.

#### Participating buildings

|              |                      |                    |
|--------------|----------------------|--------------------|
| 138 West     | The Towers           | Advocates Chambers |
| The Annex    | Grayston Office Park |                    |
| The Place    | Sandown Mews         |                    |
| Pinmill Farm | 12 Alice Lane        |                    |

4. The Green Benefit scheme is only applicable to lease agreements concluded or renewed for a period of three years or longer and where there are no break clauses recorded in such Lease agreements.
5. A pre-condition of eligibility for the benefits of the Green Benefit scheme shall be the signature of the standard Growthpoint Agreement of Lease, in respect of the applicable Building, for the agreed duration referred to above, together with payment by the Tenant of the agreed Deposit or delivery of a Bank Guarantee issued by an approved financial institution and the payment of first month's rental and other imposts.
6. Growthpoint's decision is final, and no correspondence will be entered into. Growthpoint reserves the right to vary these Terms and Conditions or any of the terms of entry applying to Green Benefit scheme or to modify, terminate, suspend or reschedule Green Benefit scheme on notice and without the approval of the Tenant.

## 7. Protection of Personal Information

### 7.1. In this clause, the terms below shall have the following meanings:

- 7.1.1 "Disclosing Party" means a Party to this Agreement which discloses Personal Information to the other Party;
- 7.1.2 "Personal Information" shall mean information or data about an identified or identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
  - 7.1.2.1 Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
  - 7.1.2.2 Information relating to the education or the medical, financial, criminal or employment history of the person;
  - 7.1.2.3 Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
  - 7.1.2.4 The biometric information of the person;
  - 7.1.2.5 The personal opinions, views or preferences of the person;
  - 7.1.2.6 Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
  - 7.1.2.7 The views or opinions of another individual about the person; and
  - 7.1.2.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 7.1.3 "Processing" / "Process" shall mean any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- 7.1.4 "POPI" means the Protection of Personal Information Act 4 of 2013;
- 7.1.5 "Receiving Party" means a Party to this Agreement which received Personal Information from the other Party;

### 7.2. Each Party may Process Personal Information of the other, and accordingly consents to the Processing of the Personal Information. Each Party further undertakes, in terms of POPI, to:

- 7.2.1 Maintain reasonable security measures similar to those considered to be best practice in its industry;
- 7.2.2 Implement additional security measures as may be required by agreement between the parties from time to time;
- 7.2.3 Process Personal Information only with the knowledge and authorization of the Disclosing Party;
- 7.2.4 Treat the Personal Information which it Processes for or on behalf of the Disclosing Party as confidential and not disclose it to any third party unless expressly authorized to do so in writing by the Disclosing Party; Notify the other Party immediately of becoming aware of an actual or suspected security breach.