

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

NAME OF OFFEROR:	
CONTACT INFORMATION:	
ID OR COMPANY REGISTRATION	
INDUSTRY:	
TELEPHONE:	
EMAIL OF OFFEROR:	

(hereinafter referred to as “the Offeror”).

APPLICATION TO LEASE MADE TO	
LANDLORD:	
C/O:	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”):

BUILDING NAME & ADDRESS:					
RENTABLE AREA (m²):					
LEASED PREMISES (UNITS AND FLOOR)	LEASE PERIOD (IN MONTHS)	BENEFICIAL OCCUPATION (START DATE)	LEASE COMMENCEMENT DATE		
USAGE OF PREMISES:					
PARKING					
TOTAL NUMBER:					
OPEN BAYS	SHADE NET BAYS	COVERED BAYS	BASEMENT BAYS	OTHER PARKING	BASEMENT TANDEM BAYS
SUPPLEMENTARY AREAS (m ²):					
ROOF AREA		PATIO		STORAGE AREA	

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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 (unless otherwise indicated) on the anniversary of the lease commencement date by the escalation rates as provided hereunder (compounded annually):

	RATE/M ² 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
REFUSE	R	R	ACTUAL
TOTAL MONTHLY CHARGES		R	

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, unless otherwise indicated.

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

INITIAL HERE _____

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 security referred to in Clause 3 below 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 1,800 ex VAT on new lease agreements and R 1,000 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 + 15% subject to credit check results	Once off, non-refundable fee (to a maximum of 20% of deposit value) + 15%, subject to credit check result

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 Offeror 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, the details of whom are on the applicant’s information form.

4. TENANT INSTALLATION ALLOWANCE (IF APPLICABLE)

LANDLORD’S ALLOWANCE IN RESPECT OF TENANT INSTALLATION PROJECT:	R	per m ²
Total contribution value:	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.

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

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

11.3. Until such time that this Offer is accepted by the Landlord, the Landlord reserves the right to continue to market the Leased Premises to prospective tenants, for the purposes of concluding a lease agreement.

12. IRREVOCABILITY

The Offeror agrees that this Offer is irrevocable for a period of 14 days from date of signature hereof and shall remain open for acceptance by the Landlord within this period.

13. PROTECTION OF PERSONAL INFORMATION

13.1. The Parties to this Offer shall fully comply with the statutory obligations contained in the Protection of Personal Information Act, No. 4 of 2013 (hereinafter referred to as "POPI"), as amended from time to time, including any regulations and/or code of conduct made under the Act.

13.2. The Offeror hereby consents to the Landlord processing its personal information (as defined in Chapter 1 of POPI) to the extent necessary to perform its obligations in terms of this Offer and any subsequent Lease.

INITIAL HERE _____

13.3. Notwithstanding anything to the contrary contained herein, the Offeror further consents to the Landlord sharing it's personal information under the following circumstances.

13.3.1. with employees, the Landlord's holding or subsidiary companies, the Landlord's agents and sub-contractors who process the information on behalf of the Landlord; which may include the transfer of personal information to a third party in a foreign country which has substantially similar protection, (legislatively or contractually) of personal information as is afforded in South Africa;

13.3.2. to any prospective purchasers or sellers should the Landlord elect to purchase or dispose of any business assets;

13.3.3. to enable the Landlord to fulfil its obligations to the Offeror

13.3.4. with any financial institution with a view to utilising the Property as security, if applicable and/or to the Landlord's insurers as may be required to ensure the requisite insurance is in place, as may be applicable;

13.3.5. should the Landlord be required to comply with any legal obligation to protect the rights, property or safety of the Landlord, the Landlord's holding or subsidiary companies, the Landlord's other tenants or other third parties;

13.3.6. should the Landlord be required to do so by law, regulation, code or treaty.

14. ANTI-MONEY LAUNDERING AND THE PREVENTION OF TERRORISM

14.1. The Landlord shall be entitled to terminate this Offer and any subsequent Lease with immediate effect on written notice to the Offeror, if the Offeror or any person(s) acting on behalf of or involved with the Offeror:

14.1.1. has or is suspected to have contravened any anti-corruption and/or anti-money laundering laws (locally or internationally); and/or

14.1.2. is involved in or is suspected of being involved in terrorist activities; and/or

14.1.3. appears on any sanction list as prescribed by legislation or that is used by the Landlord in the management of its risk, or that is linked to any person appearing on such sanction list, or should such person be linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.

14.2 In the event that this Offer or any subsequent Lease is terminated, in accordance with this Clause 14, the Offeror shall have no claim of any nature whatsoever against the Landlord arising from such termination.

15. SINGLE TRENCH POLICY

15.1 "Single Trench Policy" - means the Landlord's policy of a single and shared electronic infrastructure model mindful of applicable legislation in the digitalization of its Building/Property to advance and promote the sharing of electronic infrastructure, avoid and limit duplication of electronic infrastructure and associated costs, limit interference with tenants, simplify maintenance of electronic infrastructure and reduce associated costs, limit the intrusion of the Building/Property by electronic infrastructure, preserve warranties and guarantees, limit the compromise of security and maximize the benefit to the Landlord and tenants from the electronic infrastructure and associated services;

16. SPECIAL TERMS

The terms set out below form an integral part of this offer.

INITIAL HERE _____

17. BROKER DETAILS

NAME OF BROKER	
NAME OF BROKER HOUSE	

Signed on behalf of the OFFEROR at _____ on this _____ day of _____ 20 .

(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 _____ 20 .

(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

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF

NAME OF OFFEROR:

COMPANY REGISTRATION NUMBER:

Held at:

On the

day of

Resolved

1. That the Company enter into an Agreement of Lease with

in respect of
situated at

2. That _____ be and is hereby authorised to enter into and sign such Agreement of Lease upon terms and conditions as he/she in his/her sole and unfettered discretion may deem fit.

Director

Full name

Director

Full name

Director

Full name

Director

Full name

Director

Full name

Director

Full name



APPLICATION FORM

1. APPLICANT'S REGISTERED NAME

TRADING NAME

2. REGISTRATION/TRUST/IDENTITY NUMBER

3. VAT REGISTRATION NUMBER

4. CURRENT BUSINESS TELEPHONE NUMBER

5. BUSINESS POSTAL ADDRESS
(including Postal Code)

6. CURRENT BUSINESS PHYSICAL ADDRESS

7. DOMICILIUM

8. FULL NAME OF SIGNATORY

Authorised in terms of resolution, and acting on behalf of the Applicant

DESIGNATION

9. DETAILS OF SIGNATORY, ON BEHALF OF APPLICANT

CELLULAR PHONE NUMBER

EMAIL ADDRESS

IDENTITY NUMBER

(Please attach a copy of identity document)

9. DETAILS OF APPLICANT'S ACCOUNTING PERSON / PERSON TO WHOM MONTHLY RENT INVOICE MUST BE ADDRESSED:

FULL NAME

EMAIL ADDRESS CELL

NO/DIRECT LINE

10. NATURE OF BUSINESS TO BE CONDUCTED (USAGE)

11. YEARS EXPERIENCE IN AFOREMENTIONED BUSINESS AND ANNUAL TURNOVER

12. CURRENT LANDLORD NAME AND PHONE NUMBER

13. DIRECTOR/MEMBER/SURETYSHIP DETAILS SURETY

A. FULL NAME

IDENTITY NUMBER / PASSPORT NUMBER

RESIDENTIAL ADDRESS
(including postal code)

SURETY: YES NO

B. FULL NAME

IDENTITY NUMBER / PASSPORT NUMBER

RESIDENTIAL ADDRESS

SURETY: YES NO

C. FULL NAME

IDENTITY NUMBER / PASSPORT NUMBER

RESIDENTIAL ADDRESS
(including postal code)

SURETY: YES NO

14. BANKING DETAILS

A. BUSINESS CHEQUE ACCOUNT

ACCOUNT NAME

ACCOUNT NUMBER

BANK

BRANCH NAME

BRANCH CODE

15. TRADE REFERENCE DETAILS

Name of Company	Tel Number	Account No.	FOR OFFICE USE

16. (Vacant premises; Non-nationals / Franchise deals)

	YES	NO
Are you a Sole Proprietor/ Partnership/ Trust?		
Are you a Company or Close Corporation and is your turnover/ net asset value less than R2 million?		

17. The Applicant 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.

18. The Applicant by its signature hereto authorises Growthpoint Management Services (Pty) Ltd ("GMS") to conduct any reference / financial / credit checks on the business, the directors and sureties of the Applicant which they deem necessary, prior to the conclusion of any lease agreement, during the lease period, if applicable and/or renewals thereof.

I/we _____ hereby certify that the information supplied is both true and correct.

Signed at _____ on this _____ day of _____ 20 .

(Full Name and Surname in print)

FOR AND ON BEHALF OF APPLICANT

BEING DULY AUTHORISED
HERETO

Signed on behalf of the Applicant at _____ on this _____ day of _____ 20 .

(Full Name and Surname in print)

FOR AND ON BEHALF OF APPLICANT

BEING DULY AUTHORISED HERETO

SURETYSHIP CONSENT

I/we _____ by my/our signature/s hereto authorise "GMS" to conduct any references/financial/ credit checks on me which they deem necessary for any surety (if applicable).

SIGNATURE: _____

DATE: _____

TO FACILITATE THE PROCESSING OF THIS OFFER AND THE FINALISATION OF RELEVANT DOCUMENTATION IT IS IMPORTANT THAT COPIES OF THE FOLLOWING REQUIRED DOCUMENTATION BE SUBMITTED WITH THIS COMPLETED OFFER, FAILING WHICH THIS OFFER WILL NOT BE PROCESSED.

<p>Individuals</p> <ul style="list-style-type: none"> • Copy of ID/ Passport/ Drivers licence • Proof of address • Foreign natural address • Copy of valid Passport • Proof of address not older than 3 months 	<p>Partnerships</p> <ul style="list-style-type: none"> • Partnership agreement • Partner's resolution nominating person making investment on behalf of the Partnership • Proof of address not older than 3 months
<p>Trusts</p> <ul style="list-style-type: none"> • Trust Deed • Letter of authority • Trustees' resolution authorising person making investment on behalf of the Trust. • ID or Passport of each trustee, each beneficiary, the founder and the person authorised to represent the Trust 	<p>Non Listed Companies <i>(Including Section 21 Companies & Non Profit Organisations)</i></p> <ul style="list-style-type: none"> • Certificate Of Incorporation • Certificate Of Incorporation of a company not having a share capital, only to be used for Section 21 companies and Non Profit Organisations • Certificate of change of name of company, if applicable • Certificate of registered address Cor 21.1 • List of directors • Proof of address not older than 3 months
<p>Close Corporations</p> <ul style="list-style-type: none"> • Founding statement & certificate of Incorporation • Amending founding statement, if applicable • Member's resolution authorising the person making the investment on behalf of the CC • Personal details of each member, duly authorised representative and all persons holding more than 25% of the voting rights in the cc • Proof of address not older than 3 months 	<p>Companies Listed On The JSE</p> <ul style="list-style-type: none"> • Registered name • Registration number • Registered address • Business name in South Africa • Head Office address • Income Tax Ref No. • Vat No. • Proof of address not older than 3 months
<p>Foreign Companies</p> <ul style="list-style-type: none"> • Registered name • Registration number • Registered address • Business name in South Africa • Head Office address • Proof of address not older than 3 months • Last audited financial statements • Current management accounts • Website and industry • Client list in South Africa 	<p>Other Entities <i>(Churches, Foreign Embassies And Government)</i></p> <ul style="list-style-type: none"> • Constitution or Founding Document • Partner's Resolution nominating person making investment on behalf of the Partnership • Government Gazette