



OFFER TO LEASE

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Reviewed: April 2023



EMIRA
PROPERTY FUND

OFFER TO LEASE

This Offer to Lease ("Offer") is hereby made by:

DETAILS OF THE TENANT					
Name:					
Registration/ Identity / Passport No:					
Income Tax No:					
Vat Registration No:					
Tenant Physical Address:					
Tenant Postal Address:					
Herein represented by:		ID Number:		Capacity:	
Telephone:		Cell:			
Email:					
Representative's Residential Address:					

TO:

Registration No: _____

(hereinafter referred to as the "**Landlord**")

Herein duly represented by: _____

(hereinafter referred to as the "**Landlord's Representative**")

The Tenant and the Landlord shall collectively be referred to as "**Parties**" and individually (as the context requires) as "**Party**".

1. STATUS OF THIS OFFER

- 1.1 This Offer and all the annexures and schedules hereto ("**Offer**") must be signed by the Tenant on or before _____ .
- 1.2 This Offer shall, once signed by the Tenant, be irrevocable for a period of 10 business days from the date on which the Landlord receives it. This Offer shall remain open for acceptance by the Landlord within this period. The Landlord shall be entitled to either accept or reject, in whole or in part, the terms and conditions recorded in this Offer at any time prior to the lapse of the said 10 business day period. This period may be postponed to such other later date as the Parties may in writing agree.
- 1.3 The Tenant agrees and undertakes to enter into the Landlord's standard retail/commercial Lease Agreement ("**Lease Agreement**"). The Lease Agreement shall incorporate the provisions of this Offer and include such other terms and conditions as the Parties may agree or as are incidental thereto. This Offer shall automatically terminate upon the Lease Agreement being entered into, signed and becoming unconditional.
- 1.4 The Parties shall do all that is reasonably necessary to enter into and sign a Lease Agreement within 7 business days after the Landlord accepts this Offer. This Offer shall, once accepted by the Landlord, constitute a legal and binding agreement between the Parties on the terms and conditions contained herein; provided that in the event that the Tenant (for any reason whatsoever) refuses or fails to sign the Lease Agreement within 7 business days after the Landlord accepts this Offer, the Landlord shall be entitled (at its sole and absolute discretion) to terminate this Offer at any time thereafter. The period stated in this clause 1.3 may be extended to such later date as the Parties may agree in writing.
- 1.5 Notwithstanding anything to the contrary contained in this Offer, if this Offer is signed by the Landlord in circumstances where there is an existing unexpired lease agreement between the Parties, then this Offer will not have the effect of cancelling, replacing or superseding the existing lease agreement unless and until the Landlord confirms the cancellation of the existing lease agreement in writing or the existing lease agreement expires or is otherwise lawfully terminated in accordance with its terms.
- 1.6 Once accepted, and until terminated by the Landlord, but subject to clause 1.4 above, this Offer shall constitute a lease agreement between the Parties on the terms and conditions set out herein, terminable by the Landlord on notice to the Tenant.

2. LEASED PREMISES AND PERIOD

2.1 The Tenant hereby offers to lease from the Landlord, on the terms and conditions recorded in this Offer, the following premises (hereinafter referred to as the "Leased Premises"):

DETAILS OF THE LEASED PREMISES					
Property Name					
	(the "Property")				
Physical Address	 				
Building					
Unit No		Floor		Rentable Area (m ²) of the Premises	
Tenant's "Percentage Share" determined initially by the Landlord with reference to the proportion which the Rentable Area of the Premises bears to all Rentable Areas, being (subject to clause 2.2 below) the following agreed percentage: _____					
Lease Period	Beneficial Occupation Date	Beneficial Occupation Period (Months)	Rent Free Period (Months)	Lease Commencement Date	Lease Expiry Date
Detailed use of Leased Premises:	 				

2.2 For purposes of this Offer:

- 2.2.1 **"Beneficial Occupation"** means permitting the Tenant to have access to the whole or part of the Leased Premises prior to the Commencement Date in order to prepare for commencement of the Tenant's business on the Commencement Date, including installing its fittings, fixtures and furnishings, but does not mean or imply that the Tenant will have full beneficial use and enjoyment on the Beneficial Occupation Date for purposes of conducting its business.
- 2.2.2 **"Commencement Date"** is the date on which the Tenant is deemed to have the full use and enjoyment of the Leased Premises and on which it may commence its ordinary business operations at the Leased Premises.
- 2.2.3 **"Property"** means the immovable property (erf, farm/portion, sectional scheme) on which the Property is situated as described in the relevant title deed, and all improvements thereon.
- 2.2.4 **"Proportionate Share"** means, for purposes of any contribution to a particular cost incurred in a particular month, the proportion that the Tenant's Percentage Share bears to the sum of the Percentage Shares attributable to all tenants leasing premises on the Property during that month, as determined by the Landlord, provided that the Landlord shall be entitled to adjust the Tenant's Proportionate Share from time to time as and when lease tenancies on the Property change, provided further that the Landlord's or Agent's assessment and adjustment of the Proportionate Share shall upon written notice to the Tenant be prima facie proof thereof, and if confirmed in writing by the Landlord's nominated accountants (who shall act as experts and not arbitrators) then such confirmation shall be binding on the Parties.

2.3 The Landlord shall, at any time after the date of signature of this Offer, be entitled to have the Leased Premises (or any portion thereof) re-measured in accordance with the then applicable South African Property Owners' Association method for measuring floor areas ("**SAPOA Method**"). Should there be any discrepancies between the measurements above and those done in terms of the SAPOA Method, then the Tenant shall not be entitled to cancel this Offer. The Landlord may, if there is a material discrepancy, be entitled to make any adjustments that it may deem necessary (including as to rent payable or any other amounts calculated based on Rentable Area, as well as the applicable Percentage Share).

3. RENTAL AND OTHER LEASE COSTS

*ANNUAL ESCALATION RATE

DESCRIPTION		RENTABLE AREA m ²	RATE/m ²	TOTAL	*A.E.R
Gross Rental - Office/Industrial/Retail			R		%
DESCRIPTION	SIZE/NUMBERS	RATE (m ² /bay)	TOTAL COST		*A.E.R
Basement Parking					%
Shaded/Covered Parking					%
Open Parking					%
Other Parking					%
Storage					%
Patio / Balcony					%
Signage					%
Rates & Taxes					%
Operating Costs					%
TOTAL MONTHLY RENTAL					%
Generator Levy			Designated Percentage		%
Water Tank Levy					%
Air-conditioning Maintenance Fee					%
Levies (Park and CID)					%
Turnover Percentage					%
Marketing Fund					%
					%
					%
					%
					%
					%
					%
					%
					%
TOTAL AMOUNT PAYABLE MONTHLY					

ALL AMOUNTS STATED ABOVE ARE EXCLUSIVE OF VAT

4. OTHER CHARGES

4.1 The Tenant must also pay the Landlord the following charges (whichever is applicable):

4.1.1 **Utility Costs:**

- (a) its Proportionate Share of all electricity, water, gas and sanitary fees and charges incurred in respect of the Property or, in the case that there are dedicated sub-meters, the total costs and charges incurred in respect of its metered consumption of electricity, water, gas and effluent/sanitation on or in respect of the Premises; and
- (b) its Proportionate Share of the three-phase capacity charge or amperage in respect of the Property, if applicable; and
- (c) any increases in any of the said Utility Costs;

4.1.2 **Imposed Costs:** its Percentage Share of all costs, charges and other amounts imposed by a local authority or other body in respect of the Property or part thereof, at any time during the term of this Agreement, including:

- (a) refuse costs, city improvements district levies, owners' association fees and/or body corporate levies (if applicable); and
- (b) all rates and taxes and any increases thereon as levied by the local authority in respect of the Property and/or the Leased Premises; and
- (c) any similar charges imposed on or incurred in respect of the Property, or any feature, facility or component thereof, or any aspect of the Property or business conducted or marketed therefrom,

provided that any such cost that is specifically imposed in respect of the Leased Premises or the business of the Tenant will be borne solely by the Tenant;

4.1.3 **Operating Costs:** its Percentage Share of all costs and charges incurred by the Landlord in connection with the operation of its leasing enterprise on the Property or part thereof, at any time during the term of this Offer and the Lease Agreement, including the cost of maintenance, preservation, repair, cleaning, pest-control, security, insurance, and public health and hazard control measures, incurred in respect of the Buildings(s) and Common Areas (including all staircases, stairwells, toilets, gardens, ramps, parking areas, entrance ways and/or hallways not specifically set aside for the Tenant's exclusive use) and all other areas which are not, in the opinion of the Landlord, to be designated as Rentable Areas, and includes the cost of providing services, facilities or works for the general benefit of all or a number of tenants at the Property or part thereof, provided that any such cost that is incurred specifically for the benefit of the Leased Premises or the business of the Tenant will be borne solely by the Tenant; and

4.1.4 if the Tenant is connected to the Landlord's generator:

4.1.4.1 **Generator Levy:** if applicable

4.1.4.2 **Generator Fuel Costs:** means the cost of the diesel supplied and/or consumed in the operation of the generator that provides power to the Premises, provided that if the Tenant hires one or more entire Building(s) in the Property, the Tenant shall be liable for 100% (the entire cost) of the diesel supplied and/or consumed in respect of the generator(s) serving the Tenant exclusively; and

4.1.4.3 **Generator Costs:** means the costs incurred in the supply, operation, maintenance and/or repair of the stand-by electricity (generators) and such other costs arising from or associated therewith.

4.2 For purposes of clause 4.1.4 above, the Landlord may, at its sole discretion, apportion the Generator Fuel Costs and/or the Generator Costs as either:

4.2.1 the Tenant's Proportionate Share; or

4.2.2 the proportion that the Tenant's actual metered consumption of electricity bears to the total metered consumption of electricity of all the leased premises served by the generator during any billing period; or

4.2.3 as a rate per kilowatt hour (kWh) of the Tenant's actual consumption of alternative generated electricity.

4.3 The term "**Percentage Share**" contemplated above means the share that the Tenant agrees to pay for certain costs and charges and other amounts referred to in this Offer, determined initially with reference to the ratio that the Rentable Area of the Premises bears to the total of all Rentable Areas on the Property, as stated in clause 2.1 above, subject to any amendments made by the Landlord pursuant to clause 2.3 above.

5. DEPOSIT

5.1 The Tenant shall, on the date of signature of the Lease Agreement, pay a deposit or deliver an irrevocable bank guarantee (on the terms and conditions acceptable to the Landlord), equal to:

5.1.1 three month's Total Exit Rental in the amount of R_____ ;or

5.1.2 two month's Total Exit Rental in the amount of R_____ plus personal guarantee(s) by each member/director of the Tenant as may be acceptable to the Landlord, guaranteeing payment by the Tenant of all amounts owed to the Landlord under the Lease Agreement.

(Strike through the inapplicable option and initial)

5.2 For purposes of clause 5.1 above, "**Total Exit Rental**" shall mean the Total Monthly Rental payable in terms of clause 3 above, as escalated and payable in the month immediately prior to the Lease Expiry Date.

5.3 In the event that the Tenant delivers an irrevocable bank guarantee to the Landlord, the Tenant shall ensure that such guarantee shall not expire earlier than six months after the date on which the Lease Agreement terminates, unless with the prior written consent of the Landlord.

6. DURATION

The Lease Agreement shall become immediately effective and binding on the Parties with effect from the date of signature thereof by the Landlord and shall endure until the expiry of the Lease Period. If the Premises (or part thereof) are not ready for beneficial occupation on the Beneficial Occupation Date for any reason whatsoever, the Tenant shall have no right to terminate this Offer. In this event, the Landlord shall have the right to postpone the Beneficial Occupation Date and/or the Commencement Date for period(s) not exceeding 60 days on written notice to the Tenant, and the Lease Period shall be deemed to have been extended accordingly.

7. CONDITIONS PRECEDENT TO OCCUPATION

- 7.1 The Tenant shall not be entitled to take occupation of the Premises until such time as the Tenant has made the following payments to the Landlord and has provided the Landlord with the following documents and/or information in the form and content satisfactory to the Landlord:
- 7.1.1 a duly completed and signed Lease Agreement (including all annexures and/or schedules thereto);
 - 7.1.2 a signed personal security document referred to in clause 9 below;
 - 7.1.3 the first month's Total Monthly Rental as set out in clause 3 above;
 - 7.1.4 the payment of the deposit or provision of a bank guarantee (as applicable) referred to in clause 5.1 above;
 - 7.1.5 proof of insurance referred to in clause 17 below;
 - 7.1.6 all information, listed in Schedule 2 of this Offer, required by the Landlord to fulfil its obligations arising in terms of the Financial Intelligence Centre Act, No: 38 of 2001 (as amended).
- 7.2 In the event that the Tenant takes occupation of the Leased Premises without the conditions listed above having all been individually fulfilled, this shall not be interpreted or considered to be a waiver of any kind by the Landlord. The Landlord may at any time thereafter require subsequent fulfillment of all or any condition not fulfilled.
- The Landlord may, at any time, rely on the non-fulfillment of any one or more conditions listed in clause 7.1 above and terminate the right of the Tenant to occupy the Leased Premises and immediately thereafter evict the Tenant from the Leased Premises.

8. TENANT INSTALLATION

- 8.1 The Landlord shall provide the Tenant with an allowance of R_____ being R_____ per meter squared (excluding VAT) ("**Landlord's Allowance**") to be applied towards the costs and expenses incurred (or to be incurred) by the Tenant in fitting out and modifying the Leased Premises to make the Leased Premises suitable to the Tenant's specific needs ("**Tenant Installation**").
- 8.2 Any amount in excess of the Landlord's Allowance ("**Tenant Installation Overrun**") shall be for the Tenant's account, unless the Parties have agreed otherwise. If applicable, any Tenant Installation Overrun shall be payable to the Landlord prior to any commencement of any installation work and prior to the Tenant taking occupation of the Premises.
- 8.3 The Landlord's standard specifications will apply to any fit outs and modifications to be made as part of the Tenant Installations. The Tenant may only commence with the Tenant Installation once the Landlord has approved the Tenant's internal design and specifications detailing the alterations to be carried out.
- 8.4 On or before the Beneficial Occupation Date, the Landlord shall provide the Tenant with a valid electrical certificate and such other certificate(s) required in terms of the Occupational Health and Safety Act, 85 of 1993 (as amended) ("OHSA"). Thereafter, the Tenant shall, at its own cost, be responsible for obtaining a valid certificate of compliance in respect of any electrical installations that it made to the Leased Premises. Should the work carried out by the Tenant during the Tenant
- 9.1 Installation affect the validity or otherwise of any other certificate provided to the Tenant by the Landlord prior to occupation of the Leased Premises, then the Tenant shall, at its own cost, obtain a valid certificate and provide same to the Landlord.
- 8.5 The Landlord shall pay the Landlord's Allowance to the Tenant or, at the election of the Landlord, to the relevant contractor or supplier engaged in the Tenant Installation, subject to:
- 8.5.1 the Tenant fulfilling all the conditions listed in clause 7.1 above; and
 - 8.5.2 the Tenant issuing the Landlord with a valid tax invoice at least 10 business days after completion of the installation works; and
 - 8.5.3 the Landlord being satisfied that the amounts invoiced were properly and reasonably incurred in the installation of the works; and
 - 8.5.4 the Landlord being satisfied with the quality and standard of the installations.

9. SECURITY

The Landlord requires security for the due and proper performance by the Tenant of its obligations arising in terms of the Lease Agreement. The value of the security will be determined based on the results of the credit checks and the Tenant's risk profile.

- 9.2 The Landlord may also require the person(s) signing the Lease Agreement, or trustee(s), partners, member(s), shareholder(s) and/or directors of the Tenant (as the case may be), to provide security in their personal capacity. In this regard, the Parties shall (prior to entering into the Lease Agreement) agree the terms of the personal guarantee and/or suretyships which shall be signed contemporaneously with the Lease Agreement.

10. CREDIT CHECKS

- 10.1 The Tenant hereby authorises the Landlord, Landlord's Representative and their nominated representatives and/or service providers to conduct any reference, financial, credit checks and such other investigations as the Landlord or the Landlord's Representatives may deem necessary on the Tenant, its trustee(s), partners, member(s), shareholder(s), directors and any sureties and/or guarantors (as may be applicable). The Tenant agrees to timeously comply with the requirements of the Landlord, Landlord's Representative and/or service providers.
- 10.2 The Tenant agrees to timeously provide all such information and written consents as may be requested by the Landlord's Representative (or service provider appointed by the Landlord's Representative) to undertake the credit checks and for risk management purposes and authorizes the Landlord and its representatives to use and retain such information and consents for purposes of verifying the Tenant and its surety(ies) and/or guarantor(s) to continue to meet all their obligations arising in terms of this Offer and the Lease Agreement.
- 10.3 The Tenant warrants that:
- 10.3.1 any information and/or document provided pursuant to the requirements of this clause 10 is true and correct in all material respects;
 - 10.3.2 the person signing this Offer is duly authorised hereto;
 - 10.3.3 no misrepresentation or misleading information has been provided in relation to this Offer; and

10.3.4 it has (or will) provide the Landlord with all information which is reasonably necessary to enable the Landlord to assess its credit worthiness and/or risk profile, irrespective of whether such information has been expressly requested.

11. PROTECTION OF PERSONAL INFORMATION

- 11.1 The Landlord may receive various types of information from the Tenant and its Affiliates in connection with the Offer to Lease, this Lease and the credit checks referred to in clause 10.2 above, which may include personal information, data and electronic communications and transactions information (hereinafter referred to as "**Personal Information**") as contemplated in the Protection of Personal Information Act, 4 of 2013 ("**POPIA**"). It is agreed that:
 - 11.1.1 the Tenant authorises the Landlord and its Affiliates (and warrants that it has obtained consent from its Affiliates to authorise the Landlord and its Affiliates) to collect, store, use and otherwise process (collectively, "Process") the Personal Information for the purpose of negotiating, executing, implementing, enforcing and otherwise carrying out any act in connection with this Offer and the Lease Agreement, including assessing from time to time the business and financial position of the Tenant and (where relevant) its Affiliates, and for marketing, promotion and financial reporting of its leasing operations, and for complying with the Landlord's statutory obligations in terms of inter alia the Financial Intelligence Centre Act, the Income Tax Act, the Value-Added Tax Act, the Companies Act and legislation and rules relating to the operation of the Johannesburg Stock Exchange (collectively referred to as "**the Stated Purpose**");
 - 11.1.2 the Landlord and its Affiliates may electronically or otherwise Process the Personal Information for the Stated Purpose, and may retain such Personal Information for as long as is necessary in order to achieve, and from time to time comply with, the Stated Purpose, and shall furthermore be entitled to retain it insofar as such retention is necessary in order to comply with any statutory or other legal obligations;
 - 11.1.3 the Landlord will endeavour to treat Personal Information received by it with reasonable care. Whenever the Tenant is of the opinion that the Landlord or its Affiliates have failed to do so, the Tenant shall inform Landlord thereof in writing giving specific details of the alleged failure, its effect on the Tenant, and the Tenant's proposed remedy for the failure. Landlord will review the Tenant's written representations and, if within Landlord's discretion deemed advisable (and where possible taking commercially reasonable and affordable measures), take corrective action and in any event within 20 business days inform the Tenant about corrective actions taken, if any.
- 11.2 Despite such undertaking, the Tenant acknowledges that it is possible for internet-based communications to be intercepted or incorrectly transmitted. Even with the use of encryption, the internet is not a secure medium and privacy cannot be ensured. Internet use and e-mail is vulnerable to interception, fraud and forging. The Tenant accepts such risks, and warrants that its Affiliates have accepted such risks.
- 11.3 Except to the extent of its own gross negligence, recklessness or wilful misconduct, the Landlord will not be liable for any damages suffered by the Tenant, its Affiliates or any third party as a result of:
 - 11.3.1 the unauthorised or unlawful interception, theft, transmission or disclosure of confidential or other Personal Information disclosed to or held by the Landlord and/or its representatives or agents, by means of internet access, email communications, or otherwise, and/or
 - 11.3.2 any errors in or any changes made to any confidential or other Personal Information.
- 11.4 To ensure acquaintance with and awareness of the privacy measures and policies of the Landlord, the Tenant warrants that it has read and understood the privacy policies and disclaimers published on the Landlord's website, as amended from time to time.
- 11.5 The Tenant, having its own access to commercially sound advice and legal representation, confirms that it is satisfied with the contents of this clause 10 and, to the extent that the contents hereof do not comply with the provisions of sections 5 and 18(1) of the POPIA, the Tenant (on its own behalf and on behalf of its Affiliates) consents to such non-compliance and furthermore warrants that the non-compliance by the Landlord with such section does not prejudice the legitimate interests of the Tenant or its Affiliates.

12. CONSUMER PROTECTION ACT NO 65 OF 2008 (AS AMENDED) ("CPA")

For purposes of the CPA, the Tenant who is a Juristic Person warrants that, as at the date of signature of this Offer:

12.1 it has a Net Annual Turnover of:

	MARK WITH CROSS
RO - R2 million	
Above R2 million	

12.2 it will have a Net Asset Value as at signature of this Offer in the sum of:

	MARK WITH CROSS
RO - R2 million	
Above R2 million	

The Tenant hereby declares that the information above is an accurate and true reflection of its financial position. The Tenant further indemnifies the Landlord against any and all claims, loss, costs, expenses and other liability of any nature whatsoever which the Landlord may suffer as a result of the above information not being true in all material respects.

13. CONFIDENTIALITY

This Offer is confidential and all terms and conditions set out herein may not be disclosed to any third party unless with the prior written consent of the other Party. The Tenant hereby indemnifies the Landlord against any damages and/or lost opportunity costs, which the Landlord may suffer as a result of the Tenant's breach of the provisions of this clause 12.

14. BREACH

If the Tenant breaches any provision of this Offer and fails to remedy the breach within 5 business days after receiving written notice from the Landlord, then the Landlord shall be entitled to cancel this Offer and take such other action as the Landlord may deem fit. The provisions of this clause 13 shall not prejudice any other rights and remedies that the Landlord may have in law or elsewhere in this Offer.

15. LEASE ADMINISTRATION FEES

All costs relating to the negotiating, drafting and execution of this Offer and the Lease Agreement to be entered into between the Tenant and the Landlord shall be payable by the Tenant on signature of the Lease Agreement.

16. GENERAL PROVISIONS

- 16.1 If the Tenant is a sole proprietor, partnership or a trust or its asset value and/or turnover are less than R2 000 000.00 (Two Million Rand) per annum, the Tenant must complete the form relating to the provisions of the CPA. This form, if applicable, shall be provided to the Tenant as part of the credit checks process contemplated in clause 10 above.
- 16.2 The Landlord, its agents, employees, directors or professional advisors shall not be held liable for any loss, damage, injury or any other liability of any nature whatsoever and howsoever arising suffered by the Tenant, its directors, agents, employees or any other person.
- 16.3 The Tenant acknowledges and agrees that no representation or warranties whatsoever have been made to it other than those set out expressly in this Offer. No alteration or variation of this Offer shall be of any force or effect unless reduced into writing and signed by both Parties.
- 16.4 The Tenant shall not be entitled to assign this Offer to any other person without the Landlord's prior written consent. This consent shall be required notwithstanding the fact that the Landlord may not have accepted this Offer.
- 16.5 The Tenant hereby warrants that all information provided or to be provided in terms of this Offer or the Lease shall be complete, correct, true and not misleading in any manner whatsoever.
- 16.6 The Tenant by affixing its signature to this Offer warrants that he/she has read the terms of this Offer and understands the import thereof. Furthermore, the signatory warrants that he/she is duly authorised to sign this Offer.
- 16.7 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 purposes of concluding a lease agreement(s).
- 16.8 This Offer may be executed in counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Offer.
- 16.9 This Offer and any matter arising herein shall be governed by the laws of the Republic of South Africa.
- 16.10 The Parties choose the addresses in this Offer as their *domicilium citandi et executandi*.
- 16.11 The terms and conditions of this Offer having been negotiated by the Parties, and each Party having sought and received its own independent legal advice, shall not be interpreted against the Party responsible for drafting it (i.e. the contra proferentem rule shall not be applied in the interpretation of this Offer).
- 16.12 The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more words or examples following it, and the meaning of general words will not be restricted by the use of more specific words (i.e. the *eiusdem* generis rule shall not be applied in the interpretation of this Agreement).
- 16.13 No latitude, extension of time or any other indulgence which may be given, or permitted, by the Landlord to the Tenant in respect of the performance of any obligation in terms of this Offer, or the enforcement of any right arising from this Offer, and no delayed, single or partial exercise of any right by the Landlord shall, under any circumstance whatsoever, be construed to be any implied consent by the Landlord, or operate as a waiver, or a novation of, or otherwise affect any of the Landlord's rights in terms of and arising from this Offer, or stop the Landlord from the enforcement, at any time and without any notice, of strict and punctual compliance with each and every provision, term or condition of this Offer.

17. AGENT/BROKER COMMISSION

On conclusion of this transaction and subject to the terms and conditions of the Landlord's standard Broker Mandate, the Landlord shall be liable to pay _____ ("Agent") of _____ ("Brokerage") commission, which commission shall be calculated in accordance with the tariffs set out in the Landlord's standard Broker Mandate. No commission shall be payable on any lease renewals or on any additional space taken during the course of the initial period of the Lease Agreement.

18. INSURANCE

18.1 The Tenant shall be obliged at its own cost to take out and keep in force during this Lease Period and any renewal or extension thereof, suitable and adequate insurance cover with a reputable insurer, covering:

- 18.1.1 public liability and property damage for such amounts as will provide full indemnity in respect of all claims which may foreseeably be made against the Tenant arising out of its business in the Leased Premises and its use of the Leased Premises and for the Tenant's signage in the building and/or on the Property;

- 18.1.2 the replacement of any plate or other glass, window panels and shop fronts forming part of the Leased Premises and whether internal or external, however and by whomsoever such may be damaged or destroyed;
- 18.1.3 the loss or destruction against all risks, of the Tenant's fixtures and fittings, installations, equipment, merchandise, books, records and documents in the Premises; and
- 18.1.4 business interruption including the loss of gross profits (turnover less purchases (adjusted for stock) less bad debts and carriage out) due to any destruction of or damage to the Property or Leased Premises or any part thereof or anything contained therein, covering such gross profits for a period of at least 2 (two) years.

18.2 The Tenant shall at the request of the Landlord or the Landlord's Representative at any time produce proof of the insurance cover described in clause

18.1 and the payment of the premiums as they fall due from time to time. The Landlord shall have the right at any time to require the Tenant to increase its insurance cover described in clause 17.1 if in the sole opinion of the Landlord, the insurance cover of the Tenant is not suitable or adequate for the stated purposes.

19. ADDITIONAL TERMS

SIGNATURES

Signed at _____ on this the _____ day of _____ 20

WITNESSED BY:

LANDLORD

(herein represented by _____)

NAME: _____

NAME: _____

CAPACITY: _____

(the signatory warrants that/he is duly authorised
hereto)

SIGNATURES

Signed at _____ on this the _____ day of _____ 20

WITNESSED BY:

TENANT

(herein represented by _____)

NAME: _____

NAME: _____

CAPACITY: _____

(the signatory warrants that/he is duly authorised
hereto)

SCHEDULE 1

DETAILS REQUIRED FOR LEASE AGREEMENT

BANK DETAILS

Account Holder Name: _____

Bank Name: _____

Branch Name and Number: _____

Account Number: _____

Contact Person at Bank: _____

Telephone Number: _____

TRADE REFERENCES

1. Name of Company: _____

Account Number: _____

Name: _____

Contact Number: _____

2. Name of Company: _____

Account Number: _____

Name: _____

Contact Number: _____

PRESENT LANDLORD

Company Name: Contact _____

Person: Telephone _____

Number: Premises _____

Address: _____

GUARANTORS/SURETIES FOR COMPANY/ CC/ TRUST/ PARTNERSHIP

GUARANTOR/ SURETY 1:

Full Name: _____
 Identity Number: _____
 Residential Address: _____
 Business Address: _____
 Bank Account Details: Name of Bank: _____
 Account No: _____
 Type of Account: _____

Does the Surety/Guarantor rent or own property?
 If they own Property, what is the market value of the Property? R _____
 Is the property bonded? YES NO
 If yes, to whom? Name of Institution: _____
 Account No: _____

Please give full details of the Surety/Guarantor's assets:
 Capital: _____
 Investments: _____
 Shares: _____
 Other: _____

Has the Surety/Guarantor ever been declared insolvent? YES NO

If so, date of rehabilitation: _____

Is the Surety/Guarantor under debt review? YES NO

Is the Surety/Guarantor Married? YES NO

If so, ANC or COP? _____
 Name of Spouse: _____
 ID Number of Spouse: _____
 Signature of Surety/Guarantor: _____

By signing this form, the Guarantor/Surety is hereby granting the Landlord to perform a credit check and warrants that the information given is both true and correct.

GUARANTOR/ SURETY 2:

Full Name: _____
 Identity Number: _____
 Residential Address: _____
 Business Address: _____
 Bank Account Details: Name of Bank: _____
 Account No: _____
 Type of Account: _____

Does the Surety/Guarantor rent or own property?
 If they own Property, what is the market value of the Property? R _____
 Is the property bonded? YES NO
 If yes, to whom? Name of Institution: _____
 Account No: _____

Please give full details of the Surety/Guarantor's assets:
 Capital: _____
 Investments: _____
 Shares: _____
 Other: _____

Has the Surety/Guarantor ever been declared insolvent? YES NO

If so, date of rehabilitation: _____

Is the Surety/Guarantor under debt review? YES NO

Is the Surety/Guarantor Married? YES NO

If so, ANC or COP? _____
 Name of Spouse: _____
 ID Number of Spouse: _____
 Signature of Surety/Guarantor: _____

By signing this form, the Guarantor/Surety is hereby granting the Landlord to perform a credit check and warrants that the information given is both true and correct.

SCHEDULE 2 - REQUIRED FICA INFORMATION

THE FOLLOWING MUST BE PROVIDED AND SIGNED BY ALL TENANTS:

In order to comply with South Africa's money laundering laws, including the Financial Intelligence Centre Act 38 of 2001 (as amended from time to time), the Landlord requires certain information and documents to be provided by the Tenant. Failure to provide the Landlord with the information and documents required below will result in this Offer being cancelled. Also, if the information provided is not complete, legible and/or correct, the processing of this Offer will be delayed.

TENANT	DOCUMENTS REQUIRED	DESCRIPTION OF DOCUMENTS TO BE PROVIDED
COMPANIES / CLOSE CORPORATIONS		
	Certificate of Incorporation/MOI/Founding Statement	CM 1 or CoR15.1 A – E (or, where applicable, CK2)
	Notice of Registered Address	CM 22 or CoR 21
	Change of Directors	CM 29 or CoR 39
	Proof of Business Address	Trade account (not older than 3 months)
	Certified ID of Person Authorised to Sign	Not older than 3 months
	CIPC Certificate of Confirmation	Not older than 3 months
	Valid Tax and Vat Registration Certificates	
	Resolution authorizing signatory to sign	
	Certified ID and proof of residence of ALL directors or members	Not older than 3 months
	Certified ID and proof of residence of ALL shareholders/members holding 25% or more shares/membership interests	Not older than 3 months
	Signatory List and specimen signature	
	3 months Bank Statements	
	Auditor letter confirming annual turnover of the business or latest audited financial statements	
LISTED COMPANIES		
	Verification of listing on a stock exchange	
	Resolution authorizing signatory to sign	
	Copy of ID and proof of address of the signatory	
PARTNERSHIPS		
	Copy of Partnership Agreement	
	Proof of Business Address	Trade account (not older than 3 months)
	List of partners, certified ID copies and proof of residential address of all partners	Not older than 3 months
	Signatory List and specimen signatures	
	Certified ID copy and proof of residence of Authorized signatory	Only if not a partner in the partnership
	Valid Tax and Vat Registration Certificates	
	Auditor letter confirming annual turnover of the business or latest audited financial statements	
	Resolution/Letter of Authority/Power of Attorney authorizing signatory to sign	
	3 months Bank Statements	
TRUSTS		
	Letter of authority of each trustee	Must bear official stamp of Master of the High Court
	Certified copy of Trust Deed	
	3 months Bank Statements	
	Proof of Business Address	Trade account (not older than 3 months)
	Certified ID copy and proof of residence of signatory	
	Certified ID copy and proof of residency of each trustee	

	Valid Tax and Vat Registration Certificates	
	Resolution/Letter of Authority/Power of Attorney authorizing signatory to sign	
	Auditor letter confirming annual turnover of the business or latest audited financial statements	
INDIVIDUALS		
	Certified ID copy and proof of residence of Individual	Not older than 3 months
	Power of Attorney (if applicable)	To be checked by LEGAL Department
	Valid Tax or Income Tax Certificate	
FOREIGNERS	Certified copy of Passport and proof of residence	Not older than 3 months
	Certified copy of work permit	Not expired

TENANT CUSTOMER DUE DILIGENCE (“CDD”) FORM

Please provide a brief description of the nature of the Tenant’s business?

How will any payment to be made in terms of this Offer/Lease be financed (i.e. what is the source of funds)

Will any payment to be made in terms of this Offer/Lease involve payments of R25 000.00 (Twenty-Five Thousand Rand) in cash?

YES NO

ALL COMPANIES AND CLOSE CORPORATIONS

What is the Tenant’s ownership and control structure?

1. Name of Shareholder/Member holding 25% or more shares/members interests:

 Registration No: _____
 Percentage: _____
2. Name of Shareholder/Member holding 25% or more shares/members interests:

 Registration No: _____
 Percentage: _____
3. Name of Shareholder/Member holding 25% or more shares/members interests:

 Registration No: _____
 Percentage: _____

Who is/are the Ultimate Beneficial Owner(s) (“UBO”) of the Tenant?

[NOTE: The Landlord has an obligation to determine and verify the identity of the ultimate natural person who owns and/or controls the Tenant. The details required enable the Landlord to determine the simplicity or complexity of the Tenant’s ownership and control structure.

*For a Close Corporation, the ultimate beneficial owners of the CC are those **natural person(s)** who, individually or collectively, own and/or control 25% or more of the members’ interests. These are almost always natural persons.*

*For a company, the ultimate beneficial owners or controllers are **natural persons** who, either individually or collectively, ultimately own 25% or more shares in the company. For example, if the Tenant has two shareholders, Company A and Company B, and Company A holds 51% or more shares in the Tenant, then Company A is the majority owner and controlling shareholder. However, we need to go further and establish who is the natural person(s) who control the Company A. If Company A has one shareholder, John Smith, then John Smith is the ultimate owner of Company A. If Company A has two shareholders, then we need details regarding the major shareholder of Company A. This process will continue until we can determine the natural person who ultimately owns and/or controls the Tenant.]*

In order to determine the UBO of the Tenant, you may use any one of the following methods:

Method 1:
 Provide the full names and SA Identity Document/Passport and proof of residential address (if not already provided) of the person(s) who, individually or collectively, ultimately controls the Tenant.
[NOTE: Control means the ability to control the decisions made by the Tenant or has the right to appoint a majority of the decision makers.]

OR

Method 2:
 Provide the full names, SA Identity Document/Passport and proof of residential address (if not already provided) of the natural person(s) who, individually or collectively, own(s) 25% or more of the shares or membership interests in the Tenant.

AND

Method 3:
 Provide full names of the Tenant’s executive managers.
[NOTE: If the executive managers are also board members, no additional documents will be require]

NATURAL PERSONS AUTHORISED TO ACT ON BEHALF OF TENANT

Are you a **Politically Exposed Person (“PEP”)** and/or a **Domestic Prominent Influential Person (“DPIP”)** and/or a **Foreign Prominent Public Official (“FPPO”)** in South Africa or elsewhere in the world?

Politically Exposed Persons or Domestic Prominent Influential Person
[NOTE: A Politically Exposed Person is an individual who is or has been entrusted with a prominent public function (i.e. President or Deputy President; Government Minister or Deputy Minister; Premier of a province; Member of the Executive Council; Major; Leader of a Political Party; Member of a Royal Family; Senior Judicial Officer; Executive of a State Owned Entity or a National or Provincial department; Senior Traditional Leader, etc)

Foreign Prominent Public Official
[NOTE: A Foreign Prominent Public Official is an individual who holds, or has held at any time in the preceding 12

Name of Country: _____

Position: _____

From: _____ To: _____

<p>months, in any foreign country, a prominent public function, such as the Head of State, Country or Government; Member of a Foreign Royal Family; Government Minister or equivalent senior politician or leader; Senior Judicial Officer; Senior Executive of a State-Owned Entity/Corporation; high ranking member of the Military]</p>	
<p>Is any member of your family or a close associate of that family member a Politically Exposed Person?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>If yes, please provide details</p>	<p>_____ _____ _____</p>
<p>PARTNERSHIPS</p>	
<p>What is the Partnership's ownership structure? <i>[NOTE: Please list each Partner and his or her proportionate share of the Partnership]</i></p>	<p>Name of Partner: _____ Proportionate Share: _____ Name of Partner: _____ Proportionate Share: _____ Name of Partner: _____ Proportionate Share: _____ Name of Partner: _____ Proportionate Share: _____</p>
<p>TRUSTS</p>	
<p>Details of the Donor(s):</p>	<p>Full Names: _____ Registration or Identification Number: _____ Physical Address: _____ <i>(Please provide proof of identity (i.e. South African ID or Passport) of the Donor and proof of residential/registered address).</i></p>
<p>List of named beneficiaries? <i>[NOTE: Please provide ID or Passport of each named beneficiary and his proof of address]</i></p>	<p>Beneficiary No. 1: Full Name: _____ ID/Passport No: _____ Physical Address: _____ _____ Beneficiary No. 2: Full Name: _____ ID/Passport No: _____ Physical Address: _____ _____ Beneficiary No. 3: Full Name: _____ ID/Passport No: _____ Physical Address: _____</p>
<p>If there are no named beneficiaries, how are beneficiaries determined?</p>	<p>_____ _____ _____ _____</p>