



OFFER TO LEASE

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EMIRA
PROPERTY FUND

OFFER TO LEASE

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

DETAILS OF THE TENANT			
Name:			
Registration / Identity No:			
Business Physical Address:			
Business Postal Address:			
Represented by:		ID Number:	
Telephone:		Cell:	
Email:			
Representative's Residential Address:			
Representative's Postal Address:			

TO:

Registration No: _____

Herein duly represented by: _____

(hereinafter referred to as "Landlord")

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") shall, once signed by the Tenant, be irrevocable for a period of 14 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 14-day period. This period may be postponed to such other later date as the Parties may in writing agree.
- 1.2 The Tenant agrees and undertakes to enter into the Landlord's 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.
- 1.3 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; 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. The period stated in this clause 1.3 may be extended to such later date as the Parties may agree in writing.

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 "Premises"):

DETAILS OF THE LEASED PREMISES					
Property Name					
Physical Address					
Building					
Unit No		Floor			
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 The Landlord shall, at any time after the date of signature of this Offer, be entitled to have the 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).

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				%
Generator Levy				%
Water Tank Levy				%
Air-conditioning Maintenance Fee				%
Levies (Park and CID)				%
Turnover Percentage				%
Marketing Fund				%
Other 1				%
Other 2				%
TOTAL AMOUNT PAYABLE MONTHLY				

ALL AMOUNTS STATED ABOVE ARE EXCLUSIVE OF VAT

4. OTHER CHARGES

- 4.1 In addition to the amounts payable above, the Tenant must pay the Landlord the following charges:
- 4.1.1 its percentage share (or, in the case that there are dedicated sub-meters, its metered consumption) of electricity, water, gas and sanitary fees consumed in the Premises;
 - 4.1.2 its percentage share of refuse, city improvements district levies, owners' association fees and/or body corporate levies (if applicable);
 - 4.1.3 its percentage share of the common area (being 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;
 - 4.1.4 the designated percentage of the diesel consumed in the operation of the generator, if applicable;
 - 4.1.5 its percentage share of the three-phase capacity charge, if applicable;
 - 4.1.6 its percentage share of future increases of the electricity, water, gas, refuse and sanitary fees consumed in the common areas; and
 - 4.1.7 its percentage share of the rates and taxes and any increases thereon as levied by the local authority.
- 4.2 The term "percentage share" contemplated above means the ratio that the Leased Premises bears to the total occupied area of the Rentable Area from time to time or the occupied area serviced by specific meter(s), as the case may be.

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 exit rental in the amount of R_____;
 - 5.1.2 two month's exit rental plus surety acceptable to the Landlord in the amount of R_____.
- (Strike through the inapplicable option)
- 5.2 In the event that the Tenant delivers an irrevocable bank guarantee to the Landlord, the Tenant shall ensure that such guarantee shall only expire at least three months after the date on which the Lease Agreement terminates.

6. DURATION

The Lease Agreement shall commence on the Commencement Date and shall endure until the lapse of the Lease Period. If the Premises (or part thereof) are not ready for occupation on the Beneficial Occupation Date for any reason whatsoever, the Tenant shall have no right to terminate this Offer. In this event, the Commencement Date shall be postponed to such date as the Premises are ready for occupation.

7. CONDITIONS PRECEDENT TO OCCUPATION

- 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 a duly completed and signed Lease Agreement (including all annexures and/or schedules thereto);
 - 7.2 the deposit or bank guarantee as set out in clause 5 above;
 - 7.3 the first month's gross rental as set out in clause 3 above; and
 - 7.4 all information, listed in Schedule 2 of this Offer, required by the Landlord to fulfil its obligations arising in terms of the Financial Intelligence and Centre Act, No: 38 of 2001 (as amended).

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 Premises to make the 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 date on which the Tenant takes occupation of the Premises, 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 Premises. Should the work carried out by the Tenant during the Tenant Installation affect the validity or otherwise of any other certificate provided to the Tenant by the Landlord prior to occupation of the 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 upon:
- 8.5.1 the Tenant issuing the Landlord with a valid tax invoice at least 10 days after completion of the installation works; and
 - 8.5.2 the Landlord being satisfied that the amounts invoiced were properly and reasonably incurred in the installation of the works; and
 - 8.5.3 the Landlord being satisfied with the quality and standard of the installations.

9. SECURITY

- 9.1 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 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 suretyship and enter into a separate suretyship agreement with the Landlord.

10. CREDIT CHECKS

- 10.1 The Tenant hereby authorises the Landlord's representative (whose details appear on page 2 of this Offer) and their nominated representatives and/or service providers to conduct any reference, financial, credit checks and such other investigations as the representatives may deem necessary on the Tenant, its directors and any sureties. The Tenant agrees to timeously comply with the requirements of the Landlord's representative and/or service providers.
- 10.2 The Tenant agrees to timeously provide all such information 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.
- 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. 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 that has a Net Annual Turnover of:

	MARK WITH CROSS
R0 – R2 million	
Above R2 million	

And the Tenant hereby warrants that it will have a Net Asset Value as at signature of this Offer in the sum of:

	MARK WITH CROSS
R0 – R2 million	
Above R2 million	

12. 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.

13. 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.

14. 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.

15. GENERAL PROVISIONS

- 15.1 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, 68 of 2008 (as amended). This form, if applicable, shall be provided to the Tenant as part of the credit checks process contemplated in clause 10 above.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 The Tenant by affixing their signature to this Offer warrants that he/she has read the terms of this Offer and understands the importance thereof. Furthermore, the signatory warrants that he/she is duly authorised to sign this Offer.
- 15.6 Until such time that this Offer is accepted by the Landlord, the Landlord reserves the right to continue to market the Premises to prospective Tenants for purposes of concluding a lease agreement(s).
- 15.7 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.
- 15.8 This Offer and any matter arising herein shall be governed by the laws of the Republic of South Africa.
- 15.9 The Parties choose the addresses in this Offer as their domicilium citandi et executandi.

16. 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 Brokerage 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.

17. ADDITIONAL TERMS

SIGNATURES

Signed at _____ on this the _____ day of _____ 20____

WITNESSED BY:

LANDLORD (herein represented by _____) NAME: _____

NAME: _____

CAPACITY: _____
(the signatory warrants that s/he is duly authorised hereto)

Signed at _____ on this the _____ day of _____ 20____

WITNESSED BY:

TENANT NAME: _____

NAME: _____

CAPACITY: _____
(the signatory warrants that s/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: _____
Telephone Number: _____
2. Name of Company: _____
Account Number: _____
Telephone Number: _____

PRESENT LANDLORD

Company Name: _____
Contact Person: _____
Telephone Number: _____
Premises Address: _____

SURETIES FOR COMPANY / CC

SURETY 1:		SURETY 2:	
Full Name:	_____	Full Name:	_____
Identity Number:	_____	Identity Number:	_____
Residential Address:	_____ _____	Residential Address:	_____ _____
Business Address:	_____ _____	Business Address:	_____ _____
Married ANC / COP	_____	Married ANC / COP	_____
Name of Spouse	_____	Name of Spouse	_____
ID Number of Spouse	_____	ID Number of Spouse	_____

SCHEDULE 2 – REQUIRED FICA INFORMATION

The following documents must be submitted to the Landlord for the Landlord's records, in compliance with the Financial Intelligence Centre Act 38 of 2001.

TENANT	DOCUMENTS REQUIRED	DESCRIPTION OF DOCUMENTS TO BE PROVIDED
NON LISTED COMPANIES	Certificate of Incorporation / Mol	CM 1 or CoR 15.1 A - E
	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)
	ID of Person Authorised to Sign	
LISTED COMPANIES	No Documents Required	You do not need any FICA documents in terms of Regulation 6(2) of FICA - all you need to verify is that they are indeed listed on the JSE or other stock exchange – Do screen print on JSE search and attach.
CLOSE CORPORATION	Founding Statement	CK 1 (or where applicable CK 2)
	Proof of Business Address	Trade account (not older than 3 months)
	ID copy of signatory	
PARTNERSHIP	Proof of Business Address	Trade account (not older than 3 months)
	ID copy all partners	
	ID copy of signatory	Only if not a partner in the partnership
TRUSTS	Letter of authority	Must bear official stamp of Master of the High Court
	*Copy of Trust	To determine if authorised to enter into lease.
	Proof of Business Address	Trade account (not older than 3 months)
	ID copy of signatory	
OTHER ENTITIES	Proof of legal form – copy of the constitution, NGO certificate, etc	
	Proof of Business Address	Trade account (not older than 3 months)
INDIVIDUALS	ID copy of Individual	
	Proof of Residential address	Trade Account (not older than 3 months)
	Power of Attorney (if applicable)	To be checked by LEGAL Department
FOREIGNERS	Copy of Passport	not expired
	Copy of work permit	not expired
	Proof of Residential address	Trade account (not older than 3 months)