

**APPENDIX 1 OF PART D
CHECKLIST
(REFERRED TO IN PARAGRAPH 1.1 OF PART D)**

(Note: Landlord shall complete and provide the Checklist to tenant together with the first draft of the lease agreement in respect of Qualifying Retail Premises. Where there are any deviation in any of the Leasing Principles, landlord must indicate the same by checking the box under “Deviation” column and may include remarks under the “Remarks” section. Please ensure that one box is checked for every item in this Checklist.

The Code of Conduct only allows for deviations in the Leasing Principles which are indicated with an asterisk (), if such deviation is mutually agreed by both landlord and tenant. No deviations are allowed for Leasing Principles which are not indicated with an asterisk (*).*

If landlord and tenant mutually agree to the deviation, kindly initial in the two boxes below the check box. Please do not initial in the box if you do not agree to the deviation.

If a Leasing Principle is not applicable to the lease agreement, parties may indicate this by checking the box indicating that it is “Not Applicable”, e.g. if the rent structure in the lease agreement does not comprise a GTO Rent, the “Not Applicable” section under S/N 2.2 must be checked.)

S/N	Leasing Principle	Code - Compliant	Deviation from Code?	Not Applicable				
PART B OF CODE OF CONDUCT: LEASING PRINCIPLES FOR KEY TENANCY TERMS								
1.	* Exclusivity	<input type="checkbox"/> <small>To check if there is no exclusivity clause</small>	<input type="checkbox"/> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50%;"><small>Landlord</small></td> <td style="text-align: center; width: 50%;"><small>Tenant</small></td> </tr> <tr> <td colspan="2" style="text-align: center;"><small>To initial if deviation is agreed</small></td> </tr> </table>	<small>Landlord</small>	<small>Tenant</small>	<small>To initial if deviation is agreed</small>		
	<small>Landlord</small>	<small>Tenant</small>						
<small>To initial if deviation is agreed</small>								
Remarks:								
2.	Costs to Prepare the Lease Agreement and Third Party Costs							
	2.1	General Principles on all Costs	<input type="checkbox"/>					
	2.2	Point-of Sales system (POS system)	<input type="checkbox"/>	<input type="checkbox"/> <small>To check if the rent payable to landlord does not comprise GTO Rent</small>				
	2.3	Costs to Prepare the Lease Agreement	<input type="checkbox"/>					

S/N	Leasing Principle		Code - Compliant	Deviation from Code?	Not Applicable
	2.4	Fees for Tenant-Initiated Requests	<input type="checkbox"/>		<input type="checkbox"/> To check if there are no ancillary documents at the time of lease preparation
	2.5	Third Party Costs			
	2.5.1	General Principles on Third Party Costs	<input type="checkbox"/>		
	2.5.2	Sales Audit Fees	<input type="checkbox"/>		<input type="checkbox"/> To check if the rent payable to landlord does not comprise GTO Rent
	2.5.3	Public Liability Insurance	<input type="checkbox"/>		<input type="checkbox"/> This box may only be checked if the floor area of the leased premises is more than 15,000 square feet
	2.5.4	Electricity Charges	<input type="checkbox"/>		
3.	Advertising and Promotion Charge and Service Charge		<input type="checkbox"/>		<input type="checkbox"/> To check if there is no A&P charge or service charge payable to landlord
4.	Pre-termination by Landlord due to Landlord's Redevelopment Works		<input type="checkbox"/>		<input type="checkbox"/> To check if landlord does not require the right to pre-terminate the lease for redevelopment works
5.	* Sales Performance		<input type="checkbox"/> To check if there is no sales performance clause	<input type="checkbox"/> Landlord Tenant To initial if deviation is agreed	
	Remarks:				
6.	Pre-Termination by Tenants		<input type="checkbox"/>		<input type="checkbox"/> To check if tenant does not require the right to pre-terminate the lease for exceptional conditions Tenant To initial if tenant does not require the right to pre-terminate

S/N	Leasing Principle	Code - Compliant	Deviation from Code?	Not Applicable
7.	* Security Deposit	<input type="checkbox"/> To check if security deposit does not exceed 3 months' gross rent	<input type="checkbox"/> Landlord Tenant To initial if deviation is agreed.	<input type="checkbox"/> This box may only be checked if floor area of premises is more than 5,000 square feet and/or lease term is more than 3 years
	Remarks:			
8.	Floor Area Alterations	<input type="checkbox"/>		<input type="checkbox"/> This box may be checked if lease is a renewal lease
9.	Building Maintenance	<input type="checkbox"/>		
10.	*Rental Structure	<input type="checkbox"/> To check if rent structure is not an "either/or" formula	<input type="checkbox"/> Landlord Tenant To initial if deviation is agreed	
	Remarks:			
PART C OF CODE OF CONDUCT: DATA TRANSPARENCY				
11.	Sales data metric is provided by Landlord at new lease negotiation	<input type="checkbox"/>		<input type="checkbox"/> This box may only be checked if landlord do not collect sales data from tenants as part of the GTO Rent structure
12.	Landlords must share such sales data on a bi-annual basis to existing tenants	<input type="checkbox"/>		<input type="checkbox"/> This box may only be checked if landlord do not collect sales data from tenants as part of the GTO Rent structure
13.	Confidentiality clauses in lease agreements shall apply to both landlord and tenant	<input type="checkbox"/>		<input type="checkbox"/> This box may only be checked if there is no confidentiality clause binding on both parties