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		☐ To check if there is no exclusivity clause	☐ Landlord | Tenant To initial if deviation is agreed	-
	Remarks:				
2.	Costs to Prepare the Lease Agreement and Third Party Costs				
	2.1	General Principles on all Costs	☐	-	-
	2.2	Point-of-Sales system (POS system)	☐	-	☐ To check if landlord does not require integration of tenant's POS system with landlord's POS system
	2.3	Costs to Prepare the Lease Agreement	☐	-	-
	2.4	Fees for Tenant-Initiated Requests	☐	-	☐ To check if there are no ancillary documents arising from tenant-initiated requests at the time of lease preparation

S/N			Leasing Principle	Code - Compliant	Deviation from Code?	Not Applicable
	2.5		Third Party Costs			
		2.5.1	General Principles on Third Party Costs	☐	-	-
		2.5.2	Sales Audit Fees	☐	-	☐ To check if the rent payable to landlord does not comprise GTO Rent
		2.5.3	Public Liability Insurance	☐	-	☐ 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	☐	-	-
3.			Advertising and Promotion Charge and Service Charge	☐	-	☐ To check if there is no A&P charge and no service charge payable to landlord
4.			Pre-termination by Landlord due to Landlord's Redevelopment Works	☐	-	☐ To check if landlord does not require the right to pre-terminate the lease for redevelopment works
5.			* Sales Performance	☐ To check if there is no sales performance clause	☐ Landlord | Tenant To initial if deviation is agreed	-
			Remarks:			
6.			Pre-Termination by Tenants	☐	-	☐ To check if tenant does not require the right to pre-terminate the lease for exceptional conditions Tenant To initial above if tenant is not trading under the brand name of a principal or franchisor
7.			* Security Deposit	☐ To check if security deposit does not exceed 3 months' gross rent	☐ Landlord | Tenant To initial if deviation is agreed	☐ 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 or if 3 months' gross rent is equal to or less than $500

S/N	Leasing Principle	Code - Compliant	Deviation from Code?	Not Applicable
	Remarks:			
8.	Floor Area Alterations	☐	-	☐ This box may only be checked if lease is a renewal lease or if the agreed floor area is equal to or less than 300 square feet
9.	Building Maintenance	☐	-	☐ This box may only be checked if the lease agreement does not contain any obligation on landlord to maintain the building, or such part(s) of the building, which is/are owned by landlord
10.	*Rental Structure	☐ To check if rent structure is not an "either/or" formula, or does not have a GTO component if GTO is more than S$Z	☐ 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	☐	-	☐ 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	☐	-	☐ 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	☐	-	☐ This box may only be checked if there is no confidentiality clause binding on both parties