44TH ANNUAL

ICSC U.S. SHOPPING CENTER LAW CONFERENCE

October 22 – 25, 2014
JW Marriott Grande Lakes
Orlando, FL

Preliminary Program

ICSC

Wednesday, October 22

12:00 noon – 8:00 pm

Registration

2:00 – 3:15 pm

General Session

General Session 1
Operations and Expenses Games: Let the Audits Begin

We will discuss operating expense issues and operational issues encountered in retail developments, addressing these issues from the perspectives of landlords, large tenants and smaller tenants. We will also examine how these issues vary among different retail property types such as open air centers, enclosed malls, mixed-use projects and urban centers.

JANE S. BORDEN
Target Corporation
Minneapolis, MN

CAROL KAUFFMAN
Nike, Inc.
Beaverton, OR

MARIA MANLEY-DUTTON
DDR Corp.
Beachwood, OH

CONSUELLA SIMMONS TAYLOR
Baker Botts LLP
Houston, TX

2:00 – 3:15 pm

Seminars

Seminar 1
Development Ground Leasing: Distinctions between a Fee Owner Developer and a Ground Lessee Developer

What happens when a development site must be ground leased (and cannot be acquired in fee)? We will explore the distinctions, challenges, benefits and disadvantages of developing real estate with a ground lease rather than with fee ownership. We will discuss various approaches to handling financing, fee subordination, control, tenant recognition and other issues confronted when negotiating a ground lease.

STEVEN Z. NACHMAN
Attorney at Law
New York, NY

THOMAS J. PHILLIPS
Brown Rudnick LLP
Boston, MA

Seminar 2
Signs of the Times: You Can Get What You Want!

As retailing continues to morph in response to external factors such as the internet, retailers are seeking new ways to remain exciting and relevant and developers are trying to determine how (and whether) to accommodate the changes. Changes in government regulation of signage and evolving sign technology also have altered how the retail industry thinks about signage. We will discuss the present and (exciting) future of signage for malls, community centers and lifestyle centers, as well as the retailers who populate them.

DANIEL K. WRIGHT, II
Tucker Ellis LLP
Cleveland, OH

WALT BURTON
Thompson Burton PLLC
Franklin, TN

2:00 – 3:15 pm

Workshops

Workshop 1 ADV
The Second Time Around: Issues in Mall Makeovers

We will focus on some of the legal and practical difficulties encountered when an existing shopping center is redeveloped or repositioned. Topics will include working within or overcoming the challenges created by co-tenancy requirements, use restrictions, shopping center layout constraints and REA limitations.

SCOTT SHUMAN
Arnall Golden Gregory LLP
Atlanta, GA

ROBERT J. STEWART III
Pyramid Management Group
Syracuse, NY

Workshop 2
Unravel the Mysteries of Management and Brokerage Agreements

We will discuss the owner's and manager's/broker's perspectives on many of the major issues in negotiating brokerage and management agreements, with the goal of identifying how to respond to the first draft of these documents, recognizing the major issues from both parties' perspectives and negotiating to a mutually acceptable outcome. The result should be a fair and equitable document where both sides have adequate protections but are also able to carry out their respective duties.

JAMES T. MAYER
Holland & Knight LLP
Chicago, IL

MICHAEL TAXIN
RKF
New York, NY

Wednesday, October 22 continued

Workshop 3

Outparcels: The Love Children of the Shopping Center Developer

We will address the problems that can arise as a result of improper planning for outparcels. We will explore various considerations that should be taken into account during outparcel design, development, leasing, and sale phases in order to avoid preventable surprises, and ensure that outparcels exist in harmony with the remainder of the center.

BYRON ALTERMAN
National Retail Law Group
Marietta, GA

STACY WIPFLER
Husch Blackwell LLP
St. Louis, MO

3:30 – 4:45 pm

General Session

General Session 2

Recent Developments: What Have the Courts Been Doing this Past Year?

We will explore the latest case law relating to easements, landlord/tenant, eminent domain, vendors and purchasers, brokers and agents, zoning and financing. We will discuss the most interesting cases, areas of concern and developing theories that may impact your practice, as well as practice tips on how to avoid problems that the cases may reveal.

VICTORIA S. BERGHEL
Victoria S. Berghel Law Offices
Chattanooga, TN

ANN PELDO CARGILE
Bradley Arant Boult Cummings LLP
Nashville, TN

DAVID J. RABINOWITZ
Goulston & Storrs
New York, NY

3:30 – 4:45 pm

Seminars

Seminar 3

What You Don't Know Could Hurt You: Prepare Now for Handling ADA Claims

We will provide an update on recent court decisions that impact a landlord's liability for ADA Title III violations and its ability to seek indemnification from architects and consultants. The presentation will also cover the changing legal landscape as to whether shopping center websites, mobile apps, and self-service kiosks must be accessible to individuals with disabilities. Finally, we will discuss issues concerning service animals and power mobility devices and revisions to state accessibility requirements.

SHAFEEQA WATKINS GIARRATANI
Norton Rose Fulbright
Austin, TX

THERESA L. KITAY
Attorney at Law
Marina del Ray, CA

Seminar 4

Lease Defaults and Remedies: Is the Answer in the Lease or is it Pistols at Dawn?

Despite a drafter's best efforts, a lease's provisions may not provide the ideal remedies for a real-world or even unexpected default situation. In this seminar we will present hypothetical lease default scenarios and participants will be asked to consider – from both the landlord's and tenant's perspectives – which provisions of the lease are best suited to enforce, or defend, a lease default, or, absent stated remedy provisions, which clauses would be best suited to being included in the lease. We will also discuss common lease provisions to determine whether they provide solutions, or perhaps more difficulties, in enforcing lease obligations, and how these common provisions might be improved.

PAUL S. MAGY
Clark Hill PLC
Birmingham, MI

DAVID B. MATTHEWS
Bartko Zankel Tarrant & Bunzel P.C.
San Francisco, CA

3:30 – 4:45 pm

Workshops

Workshop 4 ADV

Advanced Mixology: Blending and Balancing Mixed Use Project Ingredients

We will explore competing interests among the various components of mixed-use properties. As undeveloped land becomes more scarce, many developers are constructing vertical and mixed-use projects that provide town center environments where consumers can satisfy their dining, shopping, housing and office needs. Our discussion will address the balancing and resolution of issues unique to mixed-use developments to avoid post-execution suprises. Cheers!

LORI E. KILBERG
Hartman Simons & Wood LLP
Atlanta, GA

STEPHEN K. LEVEY
Hirschel, Savitz, Parker & Hollman, P.A.
Gaithersburg, MD

Wednesday, October 22 continued

Workshop 5
SNDAs and Estoppels: Giving and Taking to Get the Document Completed

We will discuss the importance of subordination, non-disturbance and attornment agreements (SNDAs) and estoppel certificates and how to identify and protect the interests of tenants and landlords. We will explore the perspectives of the various parties to the documents and the hot button issues that often arise in negotiations. The principal focus will be on ways to finalize the negotiation of the SNDA in light of various business terms contained in the underlying lease.

GREGORY R. BEEKMAN
Lewis Rice & Fingersh, L.C.
St. Louis, MO

STEVEN J. ROBERTS
Hirschel, Savitz, Parker & Hollman, P.A.
Gaithersburg, MD

Workshop 6
How I Learned to Stop Worrying and Draft Insurance, Indemnity and Subrogation Clauses That Work

We will focus on the interplay of indemnity, waiver of subrogation, casualty, additional insured requirements, and other allocation of risk provisions in the retail lease. The workshop will offer solutions to typical dilemmas such as disclaimers in the certificate of insurance and how additional insured requirements can negate the effect of carefully negotiated indemnities. We will also discuss key endorsements that harmonize insurance and indemnification provisions.

JANIS CHEEZEM
Akerman LLP
Miami, FL

ABE FREELAND
Willis of Tennessee, Inc.
Nashville, TN

Workshop 7
Site Plans/Parking: What Really Matters to Anchors and Junior Anchors

Want to know what anchors and junior anchors are looking for when it comes to site design? We will examine the site plan and parking issues that are of the greatest importance (and annoyance) to anchors and junior anchors. Learn from the tenant's perspective how to keep the traffic-generators happy.

KEVIN R. BERNIER
The TJX Companies, Inc.
Framingham, MA

MELISSA G. HARVEY
Men's Wearhouse
Fremont, CA

3:30 – 4:45 pm

Peer to Peer

Peer to Peer 1
Let's Make a Deal: Purchase Agreement and Due Diligence Issues

We will focus on the issues that buyers and sellers face as we negotiate a purchase agreement. How to address the buyer's due diligence, problems discovered during due diligence and defaults? What are appropriate closing conditions and remedies for default?

THOMAS B. CAHILL
Thomas B. Cahill Attorney at Law, P.C.
Naperville, IL

MICHAEL S. OWENDOFF
DDR Corp.
Beachwood, OH

5:00 – 6:30 pm

First Timers & Next Generation Orientation

Get inside tips on how to make the most of your first Law Conference at this special orientation and welcome reception. Long time attendees will host small group discussion tables to share their insights and answer your questions. This is a great networking opportunity to kick off your conference experience. Business casual attire is recommended.

6:30 – 8:00 pm

Welcome Reception

It's opening night of the conference and all registrants are invited to get together for cocktails and networking under the stars. Business casual attire is recommended.

Thursday, October 23

7:00 am – 6:00 pm

Registration

7:00 – 7:30 am

Continental Breakfast

7:30 – 7:45 am

ICSC Update

Thursday, October 23 continued

7:45 – 8:45 am

Keynote Speaker

DANA TELSEY
CEO and Chief Research Officer
Telsey Advisory Group LLC
New York, NY

Covering over 140 companies with her analyses, including apparel manufacturers, restaurants, department stores, and luxury goods, specialty apparel and sporting goods retailers, Dana is a 13-year member of Institutional Investor magazine's "All-America Research Team" and appears regularly as a guest analyst on both CNN and CNBC. During her keynote remarks, Dana will address omnichannel retailing trends, nontraditional uses in retail centers, as well as the impact on retailing of data security breaches and other crisis management issues.

9:00 – 10:15 am

General Session

General Session 3
Insurance and Casualty Provisions: Will Your Lease Perform Under Fire (and Other Perils)?

We will provide attendees with a basic understanding of what should be provided in a lease in order to avoid unexpected losses and ensure a clear division of responsibility in the event of a casualty, focusing on the property insurance requirements and casualty provisions in leases. We will explore, among other related matters, (a) what type of property insurance a lease should require each party to carry, (b) to what extent each party should be responsible for restoration, and (c) the extent to which a party should be entitled to use a casualty event to terminate the lease.

CHARLES E. COMISKEY
Brady Chapman Holland & Associates, Inc.
Houston, TX

MICHAEL HUNTER FREESE
Simon Property Group, Inc.
Indianapolis, IN

JAY BYRON LEIBOVITZ
Barack Ferrazzano Kirschbaum & Nagelberg
Chicago, IL

9:00 – 10:15 am

Seminars

Seminar 5
I Went to Orlando and Got a Fantastic Introduction to Negotiating a Retail Lease (Even Better Than a Set of Mickey Mouse Ears!)

We will provide a comprehensive (albeit fast-paced) introduction to retail leasing for the attorney or leasing professional who is fairly new to the industry and for those with greater experience who would enjoy re-enforcing the basics. We will review the main issues of the lease from the landlord's and tenant's perspectives, with an emphasis on issue-spotting and negotiation strategies, and will also point out issues which are specific to the shopping center industry. The new practitioner will sound like a confident "old pro" in no time.

PEGGY M. ISRAEL
Attorney at Law
Baltimore, MD

WALKER KENNEDY III
Woodbury Corporation
Salt Lake City, UT

Seminar 6
Greening of Retail: Smart Investment or Mere Marketing Fluff?

"Green" leasing and sustainability are popular buzzwords in the retail sector these days. We will discuss the "hot" topics (like putting solar panels on shopping centers) to help developers, landlords and tenants better understand the opportunities, concepts, and business and legal issues, as well as the practical realities.

JASON E. GRINNELL
Dykema Gossett PLLC
Los Angeles, CA

KENT S. NEVINS
Shipman & Goodwin LLP
Stamford, CT

Seminar 7
Ethical Marketing for Fun and Profit

We will discuss marketing concepts to enhance current business relationships and create new ones while avoiding breaches of ethics. Situational analyses will range from in-person client presentations and meetings to tweets, snap chats, Facebook-friending, LinkedIn linking, and old-fashioned article writing, all for the purpose of expanding that critically important marketing base of contacts that will turn from copper to silver to gold as each of us matures and grows with our colleagues. In addition, we will cover the critical "do's and don'ts" of marketing in order to avoid rubbing up against or, even worse, stepping on the ethical parameters within which we must all operate, including the use of puffery and exaggeration.

JAMES K. HENEGAN
Ruben Firsel & Ross LLC
Bannockburn, IL

JEFFREY H. NEWMAN
Sills Cummis & Gross P.C.
Newark, NJ

Thursday, October 23 continued

9:00 – 10:15 am

Workshops

Workshop 8 ADV

'I Think I Can, I Think I Can': The Little (or Big) Franchisor/ Franchisee That Could (Get the Lease Deal Done)

With a new twist on an established topic, we will focus on strategies presented when franchisors, franchisees and landlords enter into lease negotiations with varying and often inconsistent expectations, but each with the goal of "getting the deal done." In addition to customary issues surrounding lease riders, collateral assignments of leases and the interplay of the franchise agreement with the lease, a significant focus of this workshop will be strategies for dealing with franchisees and franchisors who have requirements that may be disproportionate to their bargaining strengths. We will also focus on efficient resolution of franchisor/franchisee issues so that, rather than having a deal terminated, a fair lease for all parties results.

ROSEMARIE DELMONTE
Rosemarie E. Delmonte LLC
Aurora, CO

JONATHAN NEVILLE
Arnall Golden Gregory LLP
Atlanta, GA

Workshop 9 ADV

Navigating Commercial Sublease Clauses

We will focus on negotiating and drafting key provisions in the sublease clause of a retail lease, including non-disturbance and recognition provisions, recapture provisions, standards for the prime landlord's consent, change in control provisions, sublease profits and agreed upon carve-outs, sublease exceptions and special provisions involving subleasing. We will use hypothetical fact patterns to illustrate the importance of addressing these key sublease issues from both the landlord's and tenant's perspectives.

FRANK J. CERZA
Pepper Hamilton LLC
New York, NY

SCOTT GROSSFELD
Cox Castle & Nicholson LLP
Los Angeles, CA

Workshop 10

Look Before You Leap: 10 Critical Issues to Look for in Non-Super Anchor Deals

We will explore today's critical issues when negotiating between sophisticated landlords and tenants (who are not necessarily the super anchors of a retail center). Issues will include opening covenants, exclusives, co-tenancy provisions, assignment and subletting clauses and other important lease clauses commonly requiring acute navigation by attorneys for the landlord and tenant.

GARY A. GLICK
Cox Castle & Nicholson LLP
Los Angeles, CA

HANK R. ROUDA
H&M Hennes & Mauritz LP
New York, NY

Workshop 11

To the Best of Our Knowledge: 10 Things You Should Know About Purchase Agreement Reps and Warranties and Due Diligence

We will review and discuss various aspects of a purchaser's due diligence review of a property, both before contract signing and pre-closing. The workshop will also review suggested representations and warranties that should be included in a purchase and sale agreement and will analyze those provisions from the point of view of both seller and purchaser. We will provide detailed due diligence checklists and suggested representations and warranties for the discussion.

ANTHONY L. GRIMALDI
Teachers Insurance and Annuity Association of America
New York, NY

GREGORY P. PRESSMAN
Schulte Roth & Zable LLP
New York, NY

Workshop 12

The Entertainment Uses Puzzle: How To Make the Pieces Fit Together

Entertainment uses often involve the development of one or more costly buildings, the design of which severely restricts the ability to convert to alternate uses, and the operation of which is integral to the success of the project. We will discuss (from both the landlord's and tenant's perspectives) issues that are unique to entertainment tenants, such as parking and other common area concerns, enforcing patron codes of conduct, allocating security costs, entertainment use restrictions and exclusives, and design issues.

PETER M. DIGIOVANNI
Lewis Rice & Fingersh L.C.
Kansas City, MO

PAUL A. LEDBETTER
Cinemark Corporation
Plano, TX

Thursday, October 23 continued

9:00 – 10:15 am

Peer to Peer

Peer to Peer 2

Riddle Inside a Mystery Wrapped In an Enigma: Plumbing the Netherworld of Common Area Maintenance Costs

We will address the more contentious and often diabolical issues arising in the negotiation and administration of common area maintenance costs from both the landlord's and tenant's viewpoints. We will examine disputes arising from imprecise drafting which lead to unintended consequences and discuss suggestions for future drafting.

JOEL R. HALL
Law Offices of Joel R. Hall
Santa Rosa, CA

MARGARET M. JORDAN
Kane Russell Coleman & Logan
Dallas, TX

Peer to Peer 3

What Am I On the Hook For?: Understanding and Negotiating Non-Recourse Carveout Guaranties

We will explore the key provisions in and issues relating to non-recourse carveout guaranties. Each small group will exchange ideas from the perspectives of borrowers and lenders and evaluate the potential success of available negotiation tactics. We'll also consider both ideal and realistic potential resolutions.

DONALD G. FREY
Simon Property Group, Inc.
Indianapolis, IN

JULIE A.S. WILLIAMSON
Akerman LLP
Miami, FL

10:30 – 11:45 am

General Session

General Session 4

Here Comes the Sun: Reaching the Light on Co-tenancy, Exclusives and Operating Covenants

We will provide the beginning practitioner with an understanding of the essential elements of opening and operating covenants, co-tenancy requirements and exclusive use provisions commonly encountered in retail leases. We will explore the landlord's and tenant's respective needs and positions concerning these provisions, including express remedies for violations, and offer suggested approaches to compromise and resolve the parties' competing interests to enable successful lease negotiations.

NANCY SCHRIMER RENDOS
Macerich
Excelsior, MN

MICHAEL ROBERTSON
Smith-Robertson
Austin, TX

BRADLEY SYVERSON
J.C. Penney Corporation, Inc.
Plano, TX

10:30 – 11:45 am

Seminars

Seminar 8

Taking Your Retail Business Global: Key Issues in Unfamiliar Territory

Foreign retailers that are successful on home turf are expanding internationally and U.S. and Canadian landlords are delighted to lease to the newest hot concept. This program will address concerns for landlords leasing to retailers that are new to the U.S. and Canada as well as lease-related and other important issues for foreign retailers seeking to do business in the U.S. and Canada.

DAVID G. LONDON
Honigman Miller Schwartz and Cohn LLP
Bloomfield Hills, MI

C. MARIO PAURA
Stikeman Elliott LLP
Toronto, ON

Seminar 9 ADV

Bankruptcy Revisited: Hot Topics Under the "New Normal"

We will explore how the "new normal," including pre-packaged plans and structured dismissals, affects resolution of real estate issues in today's bankruptcy world. We will poll participants about their views on proposed real estate-related changes to the Bankruptcy Code. This interactive seminar will assume familiarity with the basics of Chapter 11.

JOYCE KUHNS
Saul Ewing
Baltimore, MD

LOUIS R. STRUBECK
Norton Rose Fulbright
Dallas, TX

Seminar 10

Can I Sell My Business?: Change of Control and Other Assignment/Subletting Issues

We will address assignment and subletting issues in retail leases, with a particular focus on assignment and subletting provisions that affect a tenant's right to sell a controlling interest in the tenant to a third party as well as corporate transfers to an affiliate or to third parties because of the sale of stock or assets or due to a merger or

Thursday, October 23 continued

consolidation. We will also discuss the meaning of “consent not to be unreasonably withheld” and criteria that are often used to define “reasonableness” and privity issues between and among a landlord, tenant and subtenant.

JEFFREY H. KAPLAN
Bryan Cave
New York, NY

ANNE DEVOE LAWLER
Jameson Babbitt Stites & Lombard PLLC
Seattle, WA

11:15 – 12:30 pm

Workshops

Workshop 13 ADV

Setting Sail Without an Anchor: Should You Cheer or Fear the Loss of an Anchor Retailer?

We will discuss the process developers undertake to evaluate the legal and business issues resulting from loss of an anchor store and the redevelopment possibilities (and legal constraints) arising from the loss.

RORY PACKER
Westfield, LLC
Los Angeles, CA

DAVID PURSEL
General Growth Properties, Inc.
Chicago, IL

Workshop 14

Design Agreements and Design Claims in Real Life: Everything You Wished You Knew

Architect and consulting engineering agreements carry substantial risk for the landlord and tenant with respect to any development project. We will explore the most important provisions of architect and consulting engineer agreements, with a focus on indemnity, insurance, consequential damages, limitations of liability and other trends and hot issues in the negotiation of these agreements. We will discuss some of the ways design claims arise and how they are prosecuted and defended, with a focus on delay, cost overruns, change orders, and design defects. We also will focus on some of the practical ways to manage design risk in the development context and avoid design claims in the future.

ROBERT L. CREWDSON
DLA Piper LLP
Atlanta, GA

LISA STRAUCH EGGERS
Callison, Inc.
Seattle, WA

Workshop 15

Ten Biggest Gaps and Snafus with Insurance and Indemnifications in Owning, Operating and Leasing Retail Properties

We will focus on issues concerning insurance and indemnification. The session will cover a diverse range of topics based on the speakers’ general experiences with a focus on practical applications. We will address builder’s risk insurance and related indemnification issues, experiences with major losses, business interruption coverage, flood zone coverage, insurance certificates and related topics.

JOHN KIM
Westfield, LLC
Los Angeles, CA

JO-ANN M. MARZULLO
Posternak Blankstein & Lund LLP
Boston, MA

Workshop 16

We’re From the Government and We’re Here to Help (You be “Green” and Accessible): Current Regulatory Issues in Shopping Center Operations

We will focus on the latest regulatory issues in shopping center operations, including governmental mandates in the areas of sustainability and accessibility. “Retail” exists in many different venues, including traditional enclosed regional malls, open air centers, office buildings and mixed use projects. Attendees are requested to bring their own examples of the current issues facing these environments, and also to pose questions resulting from the unique challenges that may arise in these various venues.

MATTHEW E. CASH
JLL
Chicago, IL

STEPHEN L. SPECTOR
Macerich
Santa Monica, CA

Workshop 17

Thinking Outside the “Box”: Health Care and Funeral Services Tenants in Retail Centers

Retail landlords and tenants have gotten comfortable with limited medical office uses in retail centers, such as “Doc in a Box”. Changing conditions in the health care and funeral industries offer new and unexpected uses such as casket stores, urgent-care, and dialysis clinics. We will guide participants in thinking through the challenges and opportunities for integrating these uses into retail centers.

MICHAEL KUHN
Jackson Walker LLP
Houston, TX

Thursday, October 23 continued

TANYA D. MARSH
Wake Forest School of Law
Winston Salem, NC

10:30 – 11:45 am

Peer to Peer

Peer to Peer 4

Letters of Intent: Worthwhile, Worthless or Dangerous?

Letters of intent can be simple non-binding expressions of interest, or they can be determined by a judge or jury to be binding agreements. Ideally they are "agreements to agree" containing some provisions that are binding (an obligation to negotiate in good faith for a set period of time, for example) as desired by your client. Each party hopes its letter of intent is binding only in ways the party wants it to be and does not obligate them to more than they intend. In this forum the participants will interactively explore the varying degrees of "intent to be bound," how LOI's can be used in a productive manner and ways to avoid dangerous LOIs.

SCOTT KADISH
Ulmer & Berne, LLP
Cincinnati, OH

MARGARET SITKO
Sitko & Bruno LLC
Pittsburgh, PA

11:45 am – 12:00 noon

Networking Break

12:00 noon – 1:15 pm

Seminars

Seminar 11

Baskets, Floors and Ceilings, Are We Negotiating a Deal or Decorating a House?: Key Negotiating Points in Shopping Center Purchase Agreements

We will examine the basic and most critical provisions in a shopping center purchase and sale agreement, including due diligence, representations and warranties, estoppels and SNDAs, the operation of the property between the execution date and closing and default provisions. Sticking points in negotiations, such as liability baskets, floors and caps (ceilings) will be explored. The panelists will discuss critical issues from both the purchaser's and seller's perspectives with an eye towards reaching an agreement.

MINDY WOLIN SHERMAN
Perkins Coie LLP
Chicago, IL

ROBYN MINTER SMYERS
Thompson Hine LLP
Cleveland, OH

Seminar 12

Common Area Controls and Uses: Tenant's Armor or Landlord's Shackles

We will address the conflicting interests and competing challenges of landlords and tenants as they relate to control of the common areas of a retail project. We will discuss current issues such as parking controls, kiosks and "pop up" stores, electronic messaging, events and their impact and costs. We will also delve into areas of compromise, ways to resolve divergent interests and remedies for violations on both sides. This will be an interactive program.

KATHRYN R. ALBERGOTTI
Attorney at Law
Golden Valley, MN

JANIS B. SCHIFF
Holland & Knight LLP
Washington, DC

12:00 noon – 1:15 pm

Workshops

Workshop 18 ADV

The Exclusive Games: A Duel Between Healthy Tenant Mix and Destructive Competition

We will focus on the types of exclusives that tenants are requesting and use restrictions landlords are imposing in today's shopping centers. These exclusives and use restrictions can affect not only truly competing retailers, but also retailers whose primary business is distinct from the retail use protected by the exclusive. Landlords also are affected, not only in terms of the ability to lease space in the future, but also in obtaining a desirable tenant mix. We also will discuss proper drafting of an exclusive, including reasonable and well thought-out exclusions and waivers, and the remedies and forms of relief available to both landlord and tenant.

ELLEN B. FRIEDLER
Strategic Leasing Law Group LLP
Chicago, IL

CYD L. SMITH
Whitman Breed Abbot & Morgan LLC
Greenwich, CT

Workshop 19

Letters of Intent: Staying Out of a Bind

We will discuss letters of intent for leasing transactions, including recent developments in the law addressing enforceability. We also will review the purposes and benefits of a LOI and explore the risks involved in preparing the LOI. We also will focus on drafting tips and important terms and conditions to be included in the LOI, from both the landlord and tenant perspective, including specialty tenants.

DANIEL R. BRONSON
Bronson & Kahn LLC
Chicago, IL

Thursday, October 23 continued

KATHRYN W. OBERTO
Holland & Knight LLP
Orlando, FL

Workshop 20
Hello Siri: I Need Directions to a Loan Assumption

This workshop will navigate the waters, sometimes roiled and sometimes calm, of a loan assumption. We will discuss the relevant provisions in purchase agreements, loan documents, and loan assumptions documents, along with the loan assumption process itself. By the end of the session, we should have arrived safely at the other shore, with the property transferred and the loan assumed.

MARTIN L. KATZ
Honigman Miller Schwartz and Cohn LLP
Bloomfield Hills, MI

CAROLYN SULLIVAN
Haynes & Boone LLP
New York, NY

12:00 noon – 1:15 pm

Peer to Peer

Peer to Peer 5
Dueling SNDA Forms: How to Reach a Happy Medium Before Blood Flows

The forms face off, lender form at one end of the spectrum, tenant form at the other. Come to this session prepared to work together to achieve a reasonable, market-sensitive SNDA within an hour. We will discuss various lease settings, including anchor lease, national tenant-owned pad, ground lease and in-line smaller store. We also will discuss pros and cons of skipping a SNDA.

LINDA A. STRIEFSKY
Thompson Hine LLP
Cleveland, OH

KEITH N. WILSON
Ahold U.S.A.
Quincy, MA

1:30 – 2:30 pm

General Session Speaker Forum

Join us for an informal forum with our industry experts – an opportunity for more personal conversation and insight on their General Session topics (and a chance to ask “that question” on their topic that you’ve been wanting to ask!).

3:00 – 4:00 pm

First Times & Next Generation Activity

Please join us for a friendly and informal gathering that will provide a comfortable way for you to meet new faces in a smaller social setting. Casual attire is recommended.

Friday, October 24

7:00 am – 2:30 pm

Registration

7:00 – 7:30 am

Continental Breakfast

7:30 – 8:45 am

Roundtable Discussions

9:00 – 10:15 am

General Session

General Session 5
Breaking Bad: The Ethics of Dealing with Challenging Clients

We will discuss clients who present ethical challenges to practitioners, ranging from the bully client to the client with a suspect background. Client selection is sometimes more art than science, but in a tough legal market where clients are scarce, where does a practitioner draw the ethical line? How do in-house counsel deal with their business counterparts who insist on winking at ethical constraints?

KEVIN L. SHEPHERD
Venable LLP
Baltimore, MD

AUBREY WADDELL
JLL
Atlanta, GA

9:00 – 10:15 am

Seminars

Seminar 13
Don’t Lien on Me: Dealing with Mechanics Lien on Your Property

There is a lien placed on premises at the shopping center. Now what? We will focus on tips and strategies to protect against and resolve mechanics liens from the landlord/owner, tenant and lender

Friday, October 24 continued

perspectives, including addressing contract/lease issues, pre-lien steps, conditional and unconditional waivers, pre-lien and lien notices, bonding over liens, negotiating and litigating liens and the role of the title company and title insurance.

HOWARD K. JERUCHIMOWITZ
Greenberg Traurig, LLP
Chicago, IL

RICHARD H. LEVY
Fisk Kart Katz Regan & Levy
Chicago, IL

Seminar 14
Be(A)ware of the Facts: Traps for the Unwary in Conforming Leases

Many landlords and tenants are conforming leases in an effort to close transactions in a more expeditious and cost-effective manner. We will provide an overview of conforming leases, including the conceptual basis of what it means to conform, and the steps that should be taken. We will provide a fact pattern to assist in analyzing and exploring various issues in conforming lease provisions, including those that are not always readily apparent.

GARY S. DESBERG
Singerman Mills Desberg & Kauntz L.P.A.
Beachwood, OH

CHRISTINE LEVONIAN GRESHAM
France Gresham LLC
Gaithersburg, MD

Seminar 15
Trending Topics in Environmental Law: What Every Deal-Maker, Developer, Landlord and Tenant Needs to Know

Don't be blindsided by new developments in the ever-changing world of environmental law as it impacts retail deals and development. And don't assume that just because you are a tenant, that your friendly landlord has all the responsibility when environmental issues crop up. This timely seminar will provide the updates you need on hot topics such as vapor intrusion, the new ASTM Phase I standard, stormwater management issues, and new wetland definitions and guidance, that are critical to understand for all aspects of retail development.

ROBERT H. CRESPI
Wolff & Samson
West Orange, NJ

LAWRENCE W. FALBE
Quarles & Brady LLP
Chicago, IL

Seminar 16
Other People's Money: How Your Tax Dollars Are at Work for NASCAR, the NFL, the NHL and Other Publlic-Private Partnership Projects

You won't believe where your tax dollars are going these days. From NHL, NFL and NBA arenas to national tenant-anchored shopping centers and parking garages, tax dollars have become a vital component of almost every project's capital stack. We will explore examples of the creative use of public/private financing as well as the law that allows for the use of public financing and incentives as part of the capital stack.

DUSTY ELIAS KIRK
Reed Smith LLP
Pittsburgh, PA

AARON G. MARCH
White Goss Bowers March Schulte & Weisenfels, P.C.
Kansas City, MO

9:00 – 10:15 am
Workshops

Workshop 21 ADV
Ten Off-the-Radar REA Issues You Really Should be Tracking

We will discuss a number of critical, "outside the box" REA issues that arise both during initial negotiations of an REA and over the life of the document. We will focus on the synergy between the REA, additional governing documents, and lease agreements as the players and projects change over time. Participants will be encouraged to share real-life examples and discuss creative and practical solutions.

NIKKI J. ADEN
Target Corporation
Minneapolis, MN

ADAM C. HIRSCHFELD
Rudolph Fields LLP
Bethesda, MD

Workshop 22 ADV
Can I Finance This? Does Your Ground Lease Meet the Financeability Requirements of Today's Lenders?

We will focus on what your lender will require to be satisfied (maybe even happy) so that the lender will be in a position to finance your ground lease and ensure a seamless transaction. We will cover certain aspects of what rating agencies, CMBS lenders, on-book or balance sheet lenders and insurance companies are expecting to be covered in the various provisions of your ground leases. "Hot buttons" will of course take a front seat as well as recent bankruptcy/insolvency concerns. Finally, we will also cover tenant rights and deliverables that also will assist a lender in underwriting the leasehold estate.

Friday, October 24 continued

ELLEN M. GOODWIN
Alston & Bird LLP
New York, NY

JAMES I. HISIGER
Latham & Watkins LLP
New York, NY

Workshop 23
Lost in the Supermarket: Current Issues in Grocery-Anchored Centers

We will discuss the dynamics of the relationship among the grocer, landlord and co-tenants of a neighborhood shopping center. Topics will include use restrictions in a lease or REA, rights to go dark, and recapture. We will also discuss how site plan layout and approval rights impact the center over time.

CRISTINA CORONADO
Ballard Spahr LLP
Salt Lake City, UT

RAYMOND EDWARDS
Kimco Realty Corporation
New Hyde Park, NY

Workshop 24
Don't Judge This Workshop by its "Title": Title Insurance Solutions for Your Difficult Retail Acquisition and Leasing Transactions

We will discuss how to identify and resolve thorny title issues that may be encountered in shopping center and retail store acquisitions and leasing. Basic title insurance concepts and commonly-requested endorsements will be discussed. We also will focus on the unique concerns of tenants and how title insurance can make their lives better.

MATTHEW S. BLIWISE
Chicago Title Insurance Company
New York, NY

DEBRA L. YURINICH
International Market Centers
Las Vegas, NV

Workshop 25
Let's Talk Shop: What's So Special About Pop-Ups, Urban and Street Retail?

We will explore the continued growth of pop-ups on the retail scene and their unique leasing characteristics, as well as the complexities introduced by a street or urban setting for both pop-ups and permanent shops alike. Emphasis will be placed on (i) site conditions, (ii) branding/signage, (iii) operations, and (iv) municipal regulations. We will call upon the experience and knowledge of our workshop participants to highlight issues or concerns and address retailer and developer points of view.

SMITA BUTALA
Polo Ralph Lauren Corporation
New York, NY

JUSTIN A. XENITELIS
Thor Equities, LLC
New York, NY

9:00 – 10:15 am
Peer to Peer

Peer to Peer 6
Breaking Up is Hard to Do: Exit Strategies for Real Estate Joint Ventures

When a developer and a capital source form a joint venture to develop a real estate project, sparks can fly, incentives may not be aligned, and one of the parties might want an early exit. By discussing the facts of intriguing hypotheticals and applying them to various common exit provisions, we will explore the pros and cons of common JV exit strategies.

ANDREW HERZ
Patteron Belknap Webb & Tyler LLP
New York, NY

PHIL NICHOLS
Pircher, Nichols & Meeds
Los Angeles, CA

Peer to Peer 7
Inside-Out or Start from Scratch?: Reconfiguring Existing Shopping Centers for the Evolving Retail Environment

As we emerge from the Great Recession, owners of hundreds of aging malls nationwide must determine if and how best to re-configure their facilities to keep up with a constantly evolving retail environment. We will use hypotheticals to explore the legal issues involved in redeveloping and re-tasking existing shopping center sites. Participants will work in groups to identify practical and imaginative solutions to address issues resulting from existing covenants, conditions, restrictions, easements, operating agreements, lease exclusives and other matters typically associated with previously completed centers.

DAVID S. LIMA
Target Corporation
Minneapolis, MN

J. THEODORE SMITH
Voyrs, Sater, Seymour and Pease LLP
Columbus, OH

Friday, October 24 continued

10:30 – 11:45 am

General Session

General Session 6

Winter is Coming – Making Your Joint Venture Work (For When the White Walkers Come South of the Wall): Critical Issues for Drafting and Negotiating Real Estate Joint Venture Agreements

We will discuss those provisions of joint venture agreements that are critical to navigating through both good times and bad times. The panelists are transactional attorneys who have represented investors, promoters, and developers in putting joint ventures together, as well as a litigator who has represented the same parties when things are coming apart. We will focus on those provisions necessary to put a joint venture together and the first to come into play when things are "heading south."

MARTIN M. FANTOZZI
Goulston & Storrs
Boston, MA

SCOTT A. FISHER
Arnall Golden Gregory LLP
Atlanta, GA

LEE SAMUELSON
Hogan Lovells US LLP
New York, NY

10:30 – 11:45 am

Seminars

Seminar 17

Insurance Coverages and Endorsements: Tips and Traps for Landlords and Tenants

We will explore the pitfalls in insurance, indemnity, and casualty lease clauses in light of changing insurance coverages and endorsements and suggest the provisions that will allow each party to achieve the appropriate protection. Current coverages and endorsements - both helpful and harmful - will be considered. We will also examine the perils of permitting a landlord or tenant (or an owner under a construction contact or management agreement) to rely on the other party's liability and property insurance and will recommend solutions.

JANET M. JOHNSON
Schiff Hardin LLP
Chicago, IL

MARIE A. MOORE
Sher Garner Cahill Richter Klein & Hilbert, LLC
New Orleans, LA

Seminar 18

Retail Financing: I Thought They Said It Was Going to Get Easier?

Understanding the current nits, nats and wrinkles in retail real estate financing will be the focus of this seminar. We will explore key issues and market trends from the perspective of each deal party. Additionally, we will debate fundamental aspects of a transaction and address those specific considerations particular to closing a deal in the retail sector.

STEVEN E. FIVEL
Simon Property Group, Inc.
Indianapolis, IN

ROBERT J. TESS
State Farm Insurance Companies
Bloomington, IL

Seminar 19

The Highly Endorsed Title Insurance Policy Seminar: Title Endorsements for the Shopping Center Transaction

We will explore the role of title insurance policy endorsements. Customary endorsements will be analyzed both as to purpose and conditions for issuance. We will also review "specialty" endorsements (i.e., non imputation, mezzanine loan).

ELLIOT L. HURWITZ
Chicago Title Insurance Company
New York, NY

DONNA M. MORE
Attorneys' Title Fund Services, LLC
Orlando, FL

10:30 – 11:45 am

Workshops

Workshop 26 ADV

Unanticipated CAM Costs, Percentage Rent and Taxes: There Goes the Budget (and My Year-End Bonus)

Unanticipated costs are never good in the business world. Most retailers are not as concerned about the actual amount of CAM costs, percentage rent and taxes as they are about how such actual amounts compare to the anticipated amounts contained in their budgets and the financial models used in selecting store locations. We will explore a broad range of legal issues (and the business factors underlying them), including sometimes subtle (read: "sneaky") lease language, that can lead to CAM costs, percentage rent and taxes "blowing the budget."

GREGORY M. OTTO
Jenkins & Kling, P.C.
St. Louis, MO

JAMES PARKS
Zale Corporation
Irving, TX

Friday, October 24 continued

Workshop 27 ADV

What's Trending? #PurchaseandSaleAgreements

We will explore current trends in the negotiation of purchase and sale agreements, including covenants, conditions to closing, survival, limitations on liability, loan assumption and estoppel certificates. We will also consider unique issues in transactions involving REITS. The workshop will provide the opportunity for participants to share their experiences and best practices with the group.

LILA SHAPIRO-CYR
Ballard Spahr LLP
Baltimore, MD

MARJORIE ZESSAR
General Growth Properties, Inc.
Chicago, IL

Workshop 28

Hobbled: The Desolation of SMAURC (Smart Attorney Use of Rules of Conduct) – Top In-House Ethical Dilemmas

We will cover the top ethical issues for in-house counsel, including confidentiality, attorney-client privilege, conflicts of interest and outsourcing.

EDWARD A. CHUPACK
Bridgestone Americas, Inc.
Bloomingdale, IL

LINDA K. SCHEAR
Gregory Greenfield & Associates, Ltd.
Atlanta, GA

Workshop 29

All the Single Tenants (Put a Store On It): The Relationship Between Single Tenants and Developers

We will discuss the working relationship between stand-alone retail tenants and developers, and some of the legal issues encountered in developing a large number of stores in a single tenant development program. Topics will include financing, permitting, CCRs, fee vs. build-to-suit development, preferred developer programs, and forward sales and other dispositions of completed stores. We will consider the different perspectives of the tenant, developer and ultimate owner of the properties.

CATHERINE LONG
Hutton Company
Chattanooga, TN

JOSE M. LUIS
Family Dollar Stores, Inc.
Charlotte, NC

Workshop 30

Slice-and-Dice, Who Pays the Price?: Anchor Downsizing, Subdividing, Repositioning and Vacancy

As anchor tenants seek to "right-size" some stores and close others, resulting vacancies are being handled in a variety of ways. We will explore subdivision of space, subletting, assignment, recapture rights and other issues from the perspectives of landlords and both current and prospective tenants. Participants will be encouraged to discuss their own experiences in resolving these issues.

CRISTINA HENDRICK STROH
J.C. Penney Corporation, Inc.
Plano, TX

MARIA POPE TOLIOPOULOS
Retail Properties of America, Inc.
Oak Brook, IL

10:30 – 11:45 am

Peer to Peer

Peer to Peer 8

To Breach or Not to Breach: Modern Dilemmas in Lease Defaults and Remedies

Too often, landlords and tenants suffer the slings and arrows of uncertain litigation because of poorly worded lease language. Understanding how courts handle claims of breach and negotiated remedies can provide a method to the madness. We will analyze problems from recent cases, and learn the keys to getting what you need from the words you use.

ERNST A. BELL
Regency Centers, L.P.
Jacksonville, FL

NANCY J. NEWMAN
Hanson Bridgett LLP
San Francisco, CA

Peer to Peer 9

Is There a Doctor in the Mall?: Diagnosing the Complications Arising from Leasing to Medical Facilities in a Retail Environment

Leasing to health care provider tenants presents unique legal and operational issues. These include heavy medical equipment and floor loading, specialized utilities, radiation and medical waste concerns, 24/7 services, security, and parking/access issues. In addition, there are numerous statutes, including HIPAA (privacy), DEA regulations (for controlled substances), and anti-kickback legislation that must be addressed. Are you ready to see the doctor now?

RORY J. CAMPBELL
Hanson Bridgett LLP
San Francisco, CA

Friday, October 24 continued

MARK A. SENN
Senn Visciano Canges, P.C.
Denver, CO

11:45 am – 12:00 noon
Networking Break

12:00 noon – 1:15 pm
Seminars

Seminar 20
The Real World Effect of Lease Provisions on Financeability: The Lease Provisions that Give a Lender Heartburn and the Top 10 Home Remedies

We will review the important lease provisions from the lender's perspective and their impact on financeability. Our discussion will focus on the top ten (more or less) provisions that are critical to a lender and how those provisions impact the loan underwriting process. Compromise language will be presented, considered and discussed.

JERALD M. GOODMAN
Drinker Biddle & Reath LLP
Philadelphia, PA

RICHARD C. MALLORY
Allen Matkins Leck Gamble Mallory & Natsis LLP
San Francisco, CA

12:00 noon – 1:15 pm
Workshops

Workshop 31 ADV
Where are the Lifeboats?: Joint Venture Provisions You'll Need When the Business Plan Starts to Sink

We will work through hypotheticals drawn from our practice and recent cases to generate a discussion of the drafting and negotiation issues associated with control and exit provisions in real estate joint venture agreements. We will also cover hypothetical problems relating to the interplay between the provisions of the joint venture agreement and loan restrictions and covenants.

J. ADAM ROTHSTEIN
Honigman Miller Schwartz and Cohn LLP
Bloomfield Hills, MI

TARA SCANLON
Holland & Knight LLP
Washington, DC

Workshop 32
Noises, Vibrations and Odors – Oh My! Restaurant Uses in Mixed-Use Developments

Restaurants are hot, hot, hot! Increasingly restaurants are driving traffic for all types of developments – from lifestyle centers to mixed-use developments. We will discuss, serve up and digest, from both landlord and tenant vantage points, issues that are unique to restaurant uses and the opportunities and challenges they pose, particularly in the context of mixed-use (including vertical) developments. We will also discuss creative solutions to some classic and "nouvelle" food use adjacency issues. Foodies encouraged to attend!

RICHARD HELLER
Legal Sea Foods, Inc.
Boston, MA

KAREN O'MALLEY
Goulston & Storrs
Boston, MA

Workshop 33
Whose Money is it Anyway? Top 10 Competing Concerns/ Issues Between Landlords and Tenants Regarding Tenant Improvement Allowances

We will explore the top 10 concerns and issues of landlords and tenants regarding tenant improvement allowances. Landlords and tenants have different and often competing issues, while large/ anchor tenants and smaller tenants have different concerns and leverage in negotiations. We will look at the improvement allowance concerns and issues from all perspectives. We will also look at some hypothetical situations including draft provisions and discuss how best to handle the concerns of the parties.

STEPHEN J. MESSINGER
Minden Gross LLP
Toronto ON, Canada

DIANE M. MISPAGEL
Paster, West & Kraner P.C.
Clayton, MO

12:00 noon – 1:15 pm
Peer to Peer

Peer to Peer 10
Assignment and Subletting: To Consent or Not to Consent, That is the Question

We will explore a landlord's consent and recapture rights in connection with a tenant's assignment of its lease as well as a tenant's sublease of its premises. Through the use of two hypothetical situations, participants will consider best practices with respect to these issues from the landlord's and the tenant's perspectives, as well as examine the critical interplay between consent and recapture clauses and other important lease provisions, such as co-tenancy, alterations, parking and signage.

Friday, October 24 continued

BEA DRECHSLER
Drechsler & Drechsler
New York, NY

ELIZABETH HAMILTON
Office Depot, Inc.
Boca Raton, FL

1:30 – 2:30 pm

Do You Want to be a Speaker?

This brief non-CLE credit workshop will address the potential speaking opportunities available at future Law Conferences for attendees of almost all experience levels, the requirements speakers must meet and, if selected to speak, what it takes to be a successful Law Conference speaker.

DEBORAH STEAR DE LUCA
Holland & Knight LLP
Fort Lauderdale, FL

7:00 – 10:00 pm

Cocktail Reception & Dinner Buffet

It's the final night of the conference and you won't want to miss a visit to Casablanca and "Rick's Café Américain". You'll be shocked - shocked! to find that gambling (as well as food, music and dancing) is going on in here. Casual attire is recommended. *(The conference registration fee includes one dinner ticket. Guest dinner tickets may be purchased using the registration form.)*

Saturday, October 25

7:00 - 10:45 am

Registration

7:30 – 8:00 am

Continental Breakfast

LEASING SYMPOSIUM

8:00 – 9:15 am

Roundtable Discussions

9:30 – 10:45 am

Seminars

Seminar 21
Outlet Center Leases vs. Other Non-Enclosed Center Leases: What's the Same, What's Different, What's Changing and Why Do I Need to Know?

We will focus on the unique features of the outlet center lease versus lifestyle and community center leases, with an emphasis on the outlet lease clauses that generate the most controversy when a traditional retail tenant wants to adopt its standard lease to an outlet venue. We will also touch on the factors contributing to the growth of outlet centers and how their steady encroachment into major metropolitan areas impacts leasing in lifestyle and community centers.

BERNARD I. FLATEMAN
The Flateman Law Firm, LLC
New York, NY

PETER J. O'CONNOR
Premium Outlets/SIMON
Roseland, NY

Seminar 22
Good Guy Guarantees: What They Are, Why They Matter, and Why the Words Used Make a Difference

We will address the purpose of "good guy" and other limited obligation guarantees, discuss the most hotly negotiated clauses in guarantees and review the case law nationwide to identify the major issues litigated in connection with attempts to enforce those guarantees.

MARC J. BECKER
Goldfarb & Fleece LLP
New York, NY

GREGORY D. CALL
Crowell & Moring
San Francisco, CA

9:30 – 10:45 am

Workshops

Workshop 34
Landlord/Tenant Disputes: Hit the Road Jack

We will identify and discuss the top ten issues in landlord and tenant lease defaults. We will explore various default scenarios and discuss a wide variety of practical remedies. We will include in the discussion enforcement and defensive strategies for both landlords and tenants.

SCOTT FEIR
Montgomery Perdue Blankinship & Austin PLLC
Seattle, WA

MARTIN H. ORLICK
Jeffer Mangels Butler & Mitchell LLP
San Francisco, CA

Workshop 35
Stress-Free Construction: Work Letters That Really Work

Although fraught with real-life business implications, work letters tend to be given low priority during a lease negotiation and are often outsourced to the client's construction department. This interactive session will draw upon the collective experience of the group to establish a framework for quickly analyzing and negotiating work letters.

JONATHAN ADELSBERG
Herrick, Feinstein LLP
New York, NY

KEVIN A. WOOLF
Seyfarth Shaw LLP
Atlanta, GA

Workshop 36
Winning the Lease Exit Game: Pre-Game Strategy, In-Game Tactics, Post-Game Wrap Up

Sometimes the best defense is a good offense: We will explore the issues and provisions to consider in negotiating a retail lease to preserve options in the event of a future decision to close an under- (or over-) performing store, to remove or relocate a tenant that is under-performing, or to move a tenant whose space occupancy is blocking the landlord's need to reconfigure or retenant the shopping center. We will also discuss considerations and strategies for a successful exit or kick-out mid-term, ideally without triggering the ultimate lease termination strategy in bankruptcy court.

JOHN L. FLORIO
The Talbots, Inc.
New York, NY

MARGARET PETERSEN
Petersen Law PLLC
Ann Arbor, MI

9:30 – 10:45 am

Peer to Peer

Peer to Peer 11
Negotiating Co-tenancy Requirements: Is It Possible for Both Landlord and Tenant to Win?

Co-tenancy requirements are often fiercely negotiated by landlords and tenants. We will explore several hypothetical scenarios involving challenging co-tenancy requirements, from both the landlord's and tenant's perspectives. We will use hypothetical co-tenancy provisions to highlight conflicts of interest between landlords and tenants, and then (with participation from the attendees) endeavor to resolve such conflicts.

JOSEPH B. CONN
Sprouts Farmers Market
Phoenix, AZ

ROBERT C. ONDAK, JR.
Benesch, Friedlander, Coplan & Aronoff, LLP
Cleveland, OH

Program information current as of June 11, 2014.

Session Descriptions

I. General Sessions: General Sessions are intended to provide a broad, general perspective of the topic. Sessions are held in large rooms and led by a panel of three or four speakers. There is limited interaction with the audience as a result of the size and scope of the presentation.

II. Seminars: Seminars are intended to present a more in-depth discussion of the topic. They are led by two or three practitioners with substantial prior experience on the topic. Interaction with the audience is often encouraged, but the session speakers are expected to control and limit discussion as well as cover all of the subject matter described in the outline of the session.

III. Workshops: Workshops are intended to be interactive and are typically led by two practitioners with a substantial level of experience in the topic area. Interaction between the Workshop leaders and the audience is encouraged and expected, with the freedom to stray from the outline and address audience concerns in a more specific and detailed fashion.

IV. Peer to Peer Forums: Eleven workshops have been designed as Peer to Peer Forums and will involve breakouts into small group discussions with reporting back to the entire workshop. All Peer to Peer Forums are considered to be advanced. Advance review of the hypotheticals is highly encouraged as they will form the basis for the discussions at each of these sessions. Attendance at these programs will be strictly limited to the first 40 attendees.

V. Roundtable Discussions: The Roundtables are organized as informal discussions among industry professionals regarding specified topics. The Roundtable leader is not expected to have prepared any written materials. The leader is there to guide the discussion and ask questions of the Roundtable participants for discussion among themselves. Roundtable leaders are chosen for their prior experience with the topic.

VI. Leasing Symposium: The Saturday morning sessions focus on the most popular topic - leasing issues. Conference attendees will want to make every effort to attend these timely and insightful leasing sessions.

VII. Advanced Level Sessions: ADV

Advanced Level Sessions are recommended for attendees with an intermediate or greater level of knowledge of the topic.

ICSC 2014 U.S. Shopping Center Law Conference Program Planning Committee

ICSC sincerely thanks the following individuals of the 2014 U.S. Shopping Center Law Conference Program Planning Committee for their invaluable assistance in developing this year's program:

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Raymond G. Truitt, Ballard Spahr LLP, Baltimore, MD

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Wade Whilden, Baker Botts LLP, Houston, TX

C. David Zoba, Gap, Inc., San Francisco, CA

ICSC U.S. SHOPPING CENTER LAW CONFERENCE

October 22 – 25, 2014 | JW Marriott Orlando Grande Lakes | Orlando, FL

Registration

	Advance	On-Site
ICSC Member*	**$ 735**	**$ 915**
Non-Member	**$ 995**	**$1,240**
Student Member**	**$ 50**	**$ 50**
Additional Dinner Tickets***	**$ 100**	**$ 125**

☐ **ICSC Member** ☐ **Non-Member** ☐ **Dinner Ticket(s)*****

*To qualify for a member fee, each registrant must be a member or an affiliate member of ICSC. To become an ICSC member, call ICSC information services at +1 646 728 3800.
**Registrants must be ICSC student members to qualify for the student rate.
***Each person registered for the Conference will receive a ticket to the Friday evening dinner reception. Additional tickets may be purchased.

For Faster Registration:

Visit www.icsc.org/2014LC or FAX this form to +1 732 694 1800 24 hours a day, 7 days a week *(credit card orders only)*. Please register one person per form; photocopy for additional registrants. Payment must accompany this registration. All registrations must be received by **October 15, 2014** to receive the Advance Registration Rate. Registrations received after this date will be subject to the On-Site Registration Rate.

Fee:

Includes all sessions, Wednesday evening cocktail reception, Friday evening dinner reception, three networking breakfasts, the conference directory and access to the session materials both online at www.icsc.org/2014LC and in CD-ROM format.

Cancellations:

Cancellations received before **October 15, 2014** will be subject to a $25.00 fee. No refunds will be given for cancellations received after **October 15, 2014**. All requests must be received by ICSC in writing.

Special Needs:

Anyone desiring an auxiliary aid for this meeting should notify **Becky Sullivan** at **+1 646 728 3689** no later than **August 27, 2014**.

Hotel Reservations:

We invite you to visit www.icsc.org/2014LC and click on Book Hotel under Additional Links. There you may access the latest hotel availability and the electronic form to reserve your room(s). We are happy to answer any of your questions during office hours of Monday through Friday 8:00 am to 5:30 pm ET at +1 888 ICSC TVL (427 2885) ext. 2, or internationally at +1 585 442 8900 ext. 4.

Airfare Savings:

The ICSC Travel Desk has secured special airline and car discounts for attendees. For current prices and availability, please contact us at +1 888 ICSC TVL (427 2885) or +1 585 442 8856 from 8:00 am to 5:30 pm ET, Monday through Friday.

CLE Credits:

If you attend the ICSC U.S. Shopping Center Law Conference, you may be eligible for Continuing Legal Education Credits in your state. We have applied for credits for this Conference in the following states: Alabama, Arizona, Arkansas, California, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia and Wisconsin. The approval of this event for credit is currently pending the decisions of the regulatory agencies in each of these states.

I authorize ICSC and its members to send me announcements via mail, fax and phone about ICSC's and ICSC members' programs and services that may be of interest to me or my colleagues. I also consent to receipt of notices from ICSC in electronic form. In addition, I hereby consent to having the Hotel provide, and authorize ICSC and/or its representative(s) to receive, any reservation information I provide to the Hotel.

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