

Applicable toward CPD Requirement

21st Commercial Real Estate Leases

Two-Day Event!

Expert advice on negotiating and securing the best deal

Workshop Included:

DRAFTING AND NEGOTIATING ASSIGNMENT & SUBLEASE CLAUSES IN A COMMERCIAL LEASE

Participating organizations

- Avison Young
- Blaney McMurtry LLP
- Cadillac Fairview Corporation Limited
- Dentons Canada LLP
- Ivanhoe Cambridge Inc.
- Liquor Control Board of Ontario
- McLean & Kerr LLP
- Strathallen Capital Corporation
- The Tenant Defender
- WeirFoulds LLP

Who should attend

Attorneys, Lenders, Owners, Managers, Brokers, Leasing Agents, Developers & all others involved in landlord-tenant relationships who deal with lease negotiation, drafting, defaults & litigation

Course highlights

- Discovering the current trends in negotiations
- Determining landlords' and tenants' legal status
- Dealing with operating cost issues
- Using incentives and inducements
- Identifying important rent provision issues
- Uncovering environmental issues



Course Leader
Sunita V. Mahant,
Ivanhoe Cambridge Inc.



Course Leader
Christina C. Kobi,
McLean & Kerr LLP



Janet Bobechko,
Blaney McMurtry LLP



Lisa A. Borsook,
WeirFoulds LLP



Anthony Dyson,
The Tenant Defender



Christopher J. Brown,
Avison Young



Christopher Kropka,
Blaney McMurtry LLP



Julie Robbins,
Dentons Canada LLP



John D. Brunt,
Blaney McMurtry LLP



Petr Kafka,
Strathallen Capital Corporation



Bruno Pezzot,
Liquor Control Board of Ontario



Alison Tortorice,
Cadillac Fairview Corporation Limited

COURSE LEADERS

SUNITA V. MAHANT

Sunita V. Mahant is Director & Assistant Secretary, Legal Affairs at **Ivanhoé Cambridge Inc.**, one of the world's largest Canadian-based real estate development companies with over \$40B of assets in the shopping centre, office and multi-residential sectors.

CHRISTINA C. KOBİ

Christina C. Kobi is a Partner at **McLean & Kerr LLP**. She specializes in all aspects of commercial leasing (including retail, office, industrial, telecommunications and solar panel leasing) and tenancy dispute matters. She has expertise in sophisticated and volume leasing for major developers, international retail clients and national property managers.

CO-LECTURERS

JANET BOBECHKO

Janet Bobechko is a Partner at **Blaney McMurtry LLP**. Her practice involves all aspects of environmental law with a particular emphasis on environmental compliance issues arising from regulatory regimes.

LISA A. BORSOOK

Lisa A. Borsook is Executive Partner at **Weir-Foulds LLP**. She is the Chairperson of its Commercial Leasing Practice Group.

CHRISTOPHER J. BROWN

Christopher J. Brown is Principal (VP Tenant Advisory and Office Leasing) at **Avison Young**.

JOHN D. BRUNT

John D. Brunt is a Partner at **Blaney McMurtry LLP**. His practice is broad based with a particular emphasis on commercial leasing. John is a member of the commercial leasing group at Blaney McMurtry and acts regularly for both Landlord' and Tenants.

ANTHONY DYSON

Anthony Dyson is Broker of Record/Owner of **The Tenant Defender**. He has almost 30 years of commercial leasing experience in Toronto.

PETR KAFKA

Petr Kafka is Senior Director of Leasing at **Strathallen Capital Corporation**.

CHRISTOPHER KROPKA

Christopher Kropka is a Partner at **Blaney McMurtry LLP**. He has a varied real estate and corporate/ commercial practice that embraces commercial leasing, the purchase, sale and financing of commercial real estate, loan transactions & property development.

BRUNO PEZZOT

Bruno Pezzot is the Director of Real Estate at the **Liquor Control Board of Ontario**, overseeing a portfolio of 600-plus leased and owned retail locations.

JULIE ROBBINS

Julie Robbins is a Partner at **Dentons Canada LLP**. Her practice focuses on commercial leasing.

ALISON TORTORICE

Alison Tortorice is Senior Director, Legal Services at **Cadillac Fairview Corporation Limited**.

COURSE PROGRAM

COMMERCIAL LEASING ISSUES IN THE CURRENT MARKET

Lease negotiation strategies must continue to evolve to reflect changing circumstances within the marketplace and all submarkets. This presentation examines the latest trends and developments in the commercial leasing market.

- The outlook for 2015 and beyond
- A shift in the landlord-tenant relationship dynamic
- New vs. existing product: benefits and drawbacks
- Creating a winning strategy for lease renewal or relocation
- Keeping the tenant you have / finding the landlord you need

DEALING WITH OPERATING COST ISSUES

In the current economic climate, operating costs continue to be a hotly negotiated issue. Cost chargebacks are often a sticking point in lease

negotiations, as well as being a target in tenant audits. This session will look at best practices with respect to operating costs.

- Calculating and negotiating operating costs and exclusions
- Apportioning costs amongst the tenants
- Multi-use properties & operating cost issues
- Structural and capital repairs

INCENTIVES & INDUCEMENTS FOR LANDLORDS & TENANTS

The practical, legal and tax implications of incentive and inducement arrangements are often not readily apparent at the time that they are being made. This session will look at best practices when using incentives and inducements.

- Leasehold inducements and allowances
- Rent-free or rent-reduced periods

webcast



While nothing compares to the experience of attending the live event, with its enhanced networking opportunities and direct contact with leading experts, for those unable to attend in person FP provides a convenient option to still benefit from this unsurpassed learning experience:

FP's live interactive Webcasts allow you to actively participate in events, from downloading all material distributed by lecturers to asking speakers questions.

- This program can be applied towards 9 of the 12 hours of annual Continuing Professional Development (CPD) required by the Law Society of Upper Canada. Please note that these CPD hours are not accredited for the New Member Requirement.
- For Alberta lawyers, consider including this course as a CPD learning activity in your mandatory annual Continuing Professional Development Plan as required by the Law Society of Alberta.
- Attendance at this course can be reported as 12 hours of Continuing Professional Development (CPD) to the Law Society of B.C.
- The Barreau du Québec automatically accredits training activities held outside the Province of Quebec and accredited by another Law Society which has adopted MCLE for its members

- Rights of first refusal and rights of first offer to lease
- Rights to expand, options to extend and renew, exclusive covenants

ENVIRONMENTAL CONCERNS IN LEASING

Good business practices dictate that parties understand the nature of the environmental problems resulting from past, present and future activities when structuring a lease agreement or else risk facing potential environmental liabilities and expensive clean up costs. This presentation will cover the environmental issues associated with leasing.

- Identifying environmental issues that could be deal breakers: due diligence issues
- Ensuring environmental provisions are negotiated and drafted
- Liability and responsibility for contaminated projects
- Importance of indemnities

OFFICE LEASE: TENANT & LANDLORD PERSPECTIVES

New trends in the office market develop and previous trends reappear as parties assess and reassess their businesses and gauge the direction of the economy. This session will explore current developments and issues that are at the forefront of office leasing transactions.

- Latest developments and challenges in office leasing
- Impact of market changes on costs
- Assessing the demand for "green"
- A class space vs. the Bs and Cs: trends and forecasts

DRAFTING EXCLUSIVES AND RESTRICTIVE COVENANT CLAUSES

Tenants often seek exclusives and restrictive covenants to limit competition within a shopping centre. Landlords may also introduce rigidly defined use clauses and prohibited use clauses to achieve desired tenant mix and to ensure existing exclusives are honoured. This session will look at best practices for drafting use clauses, exclusives and restrictive covenants.

- Why are use clauses important for tenants and landlords?
- Use clause anatomy: how to define "tenant's use"?
- Why define prohibited uses?
- Examples of issues with use clause permutations
- Landlord's and tenant's perspective on exclusivity
- How to carefully draft an exclusive
- Enforcing exclusives and identifying remedies
- Foreseeable future challenges

DEFAULT & REMEDY PROVISIONS

This presentation will review the rights and remedies in case of default. The discussion will focus on the default and remedy provisions of the lease and issues and other pitfalls relating to enforcement.

- Default remedies available to landlords and ways of utilizing them
- Protecting tenants from overzealous enforcement
- Unspoken priority of distress
- Drafting the ultimate commercial leasing arbitration clause

DRAFTING & NEGOTIATING LEASES TO GET THE BEST DEAL

Knowing the key provisions of a commercial real estate lease and how to effectively negotiate essential terms will result in you entering into better lease agreements and minimizing problems down the road. This discussion will cover:

- Making negotiations & drafting of documents less confrontational
- Why the offer to lease or letter of intent are key documents for both landlord and tenant
- Making negotiations and drafting of documents more collaborative
- Adjusting strategies according to market trends

DRAFTING & NEGOTIATING LEASES TO GET THE BEST DEAL FROM A TENANT PERSPECTIVE

Getting the best deal requires a holistic approach - it's not enough just to be a good negotiator and secure rent reduction and increased allowances from landlords. There are real and potential additional rental costs to consider. This discussion details effective drafting and negotiating techniques from the tenant perspective.

- How to start early and increase negotiating leverage at every step of the process
- Developing an effective RFP process
- Conducting an RFP analysis
- Making the offer to lease and lease negotiations

REPAIR AND SURRENDER OBLIGATIONS

Making certain that the commercial lease clearly indicates the parties' obligations with respect to repairs, maintenance and restoration of the leased property is important to avoid costly disputes later on. This presentation will explore key drafting/negotiation issues involving these obligations.

- Tenant and landlord repair & maintenance obligations
- End of term surrender obligations
- Reasonable wear & tear exception to surrender restoration obligation

WORKSHOP

DRAFTING AND NEGOTIATING ASSIGNMENT & SUBLEASE CLAUSES IN A COMMERCIAL LEASE

Drafting and negotiating transfer provisions that protect your interests and recognize your long-term goals can increase the value of your lease. This workshop will discuss how to draft transfer provisions to provide the flexibility that tenants require while recognizing the landlord's desire to retain control over its asset. Issues that will be covered include:

- Controlling tenant mix and revenue stream
- Standard conditions for landlord consent to a transfer
- Recapture rights, splitting of profits and termination rights
- Potential liabilities, options to terminate and subletting restrictions
- Reasonable and fair step-downs for tenants and landlords to consider

The "Proceedings" is your Web repository of learning resources for this event. It includes:

- the recording of the lectures at the forthcoming event itself, including documentation, slides and audio-visual;
- 25 or more carefully selected additional lectures (below), which are intended as a recommended enrichment of the course content, with many additional topics covered.

The price of the Proceedings (one user licence) is \$299 if you are attending in person or by Webcast; or \$799 otherwise.

Arbitration and mediation of commercial lease disputes

Wolfgang Kaufmann
Daoust Vukovich LLP

Assignment & sublease negotiations

Monty Warsh
Heenan Blaikie LLP

Repair & surrender obligations

Kenneth A. Beallor
Torkin Manes LLP

Lease audits

Jordan L. Slatt
LDC Logistics Development Corporation

Office lease: Tenant & landlord perspectives

Andrew Kidd
NorthWest Properties Corporation

Drafting exclusives and restrictive clauses

Maxine Morris-Zecchini
High Peak Leasehold Limited

Addressing the intricacies of the franchise leasing relationship A franchisor perspective

Eva H. Gnissios
Tim Hortons Inc.

Environmental concerns in leasing

John R. Lemieux
Dentons Canada LLP

Practical skills for addressing deal threatening issues

Ned A. Steinman
Norton Rose Fulbright Canada LLP

Commercial leasing issues in the current market

John Fisher
CBRE Limited

Landlords & tenants: Negotiating strategies depending on market trends

Michael Gigliuk
Newmark Knight Frank Devencore

Incentives & inducements for landlords & tenants

Jay de Nance
Fairfield Commercial Real Estate Inc.

Default & remedy provisions

Scott D. Smythe
McCarthy Tétrault LLP

Leasing issues for franchises

Stacey J. Handley
McMillan LLP

Negotiating leases to get the best deal

Lawrence M. Kwinter
Borden Ladner Gervais LLP

Dealing with environmental risk in industrial and commercial leasing

Marc McAree
Willms & Shier Environmental Lawyers LLP

Dealing with problem leases Finding solutions that benefit landlords & tenants

Sheldon L. Disenhouse

Fraser Milner Casgrain LLP

Financing multi-unit residential buildings

Derek Lobo
DALA Group of Companies

Site selection & analysis

Andrew Kidd
NorthWest Properties Corporation

Closing the deal

Hagit M. Genossar
Hagit Genossar Professional Corporation

Managing risk in real estate development

Joseph Shaw
Manulife Financial

Surety bonds & other risk control devices

Steven D. Ness
Surety Association of Canada

Analyzing financial feasibility

Stephen Fagyas
Commercial Focus Advisory Services Inc.

Legal arrangements in mixed-use & multi-use property development

Craig R. Carter
Fasken Martineau DuMoulin LLP

Closing the financing

Ted Perlmutter
Skyline Apartment REIT

Registration: To reserve your place, call Federated Press toll-free at 1-800-363-0722. In Toronto, call (416) 665-6868 or fax to (416) 665-7733. Then mail your payment along with the registration form. Places are limited. Your reservation will be confirmed before the course.

Location: Courtyard by Marriott Downtown Toronto, 475 Yonge Street, Toronto, ON, M4Y 1X7

Conditions: Registration covers attendance for one person, the supplementary course material as described in this document, lunch on both days, morning coffee on both days and refreshments during all breaks. The proceedings of the course will be captured on audio or video.

Time: This course is a two-day event. Registration begins at 8:00 a.m. The morning sessions start promptly at 9:00. The second day ends at 5:00 p.m.

Cancellation: Please note that non-attendance at the course does not entitle the registrant to a refund. In the event that a registrant becomes unable to attend following the deadline for cancellation, a substitute attendee may be delegated. Please notify Federated Press of any changes as soon as possible. Federated Press assumes no liability for changes in program content or speakers. A full refund of the attendance fee less 15% administration fee will be provided upon cancellation in writing received prior to November 18, 2015. No refunds will be issued after this date.

Discounts: Federated Press has special team discounts. Groups of 3 or more from the same organization receive 15%. For larger groups please call.

Payment must be received prior to November 24, 2015

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TO REGISTER FOR 21ST COMMERCIAL REAL ESTATE LEASES		REGISTRATION COSTS
Name _____		NUMBER OF PARTICIPANTS: <input type="text"/>
Title _____	Department _____	COURSE: \$1975
Approving Manager Name _____		WEBCAST: \$1575*
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Address _____		\$1975 + \$299 = \$ 2274
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