

Negotiating and Litigating Rooftop Leases: Deal Structures, Key Provisions, Subordination and Other Financing Considerations

Maximizing Opportunities to Monetize Rooftop Space for
Telecom Equipment, Solar Energy, Green Space and Hospitality

WEDNESDAY, JANUARY 6, 2016

1pm Eastern | 12pm Central | 11am Mountain | 10am Pacific

Today's faculty features:

Stephen A. Kisker, Member, **Chiesa Shahinian & Giantomasi**, West Orange, N.J.

Dov Treiman, Esq., **Adam Leitman Bailey**, New York

The audio portion of the conference may be accessed via the telephone or by using your computer's speakers. Please refer to the instructions emailed to registrants for additional information. If you have any questions, please contact **Customer Service at 1-800-926-7926 ext. 10.**

Litigation Issues to Consider When Entering Rooftop Occupancy Agreements

Dov Treiman (Partner, Adam Leitman Bailey, P.C., NYC)

1. Jurisdiction and Venue
 - a. Easements
 - b. Licenses
 - c. Leases
 - d. Problems in *In rem* jurisdiction
2. Service of process—the proceeding
 - a. At the occupied property
 - b. Contractual addresses
 - c. Known alternative addresses
 - d. Notice alternative addresses
 - e. Out of state addresses
 - f. Court ordered service
 - g. Service per contract
3. Service of process—Preliminary notices
 - a. Service per contract
4. Contra proferentem
5. The collateral estoppel problem for carriers
6. Effecting changes to the contract
 - a. Changing needs
 - b. Changing technologies
7. The affected area of the property

- a. Principal rooftop area
 - b. Ancillary rooftop area
 - c. Conduits
 - d. Control rooms
 - e. HVAC
8. Use vs. Access
9. Contra proferentem and Collateral estoppel revisited