

**What are the critical elements of a good management deal?**

1. Operator that achieves LL objectives (which will vary across projects and owners)
2. Alignment of incentives
3. Profitable business model (assuming bottom line is a meaningful need for a given deal which is not always the case)
4. Validating pricing and revenue expectations up front

**For example for a given deal, a more detailed look at those elements might include:**

	<p>Prioritize operator that treats you and the deal as though you are valued investor / partner. Operator interested in creating value for you.</p>
Selecting an Operator:	<p>Operator that builds restaurants with their own capital or has a history of producing returns for their own investors.</p>
	<p>Consider if you are moved by an operator who has their personal brand as their core business and priority over return on a given concept or location.</p>
	<p>Balanced compensation for operator that weighs bottom line carefully.</p>
Alignment of Incentives:	<p>Avoid incenting operator to push top line with less regard for bottom line or a compensation structure that is more heavily weighted toward top vs. bottom line.</p>
Business Model Meets Key Objectives:	<p>Consider the degree to which a bar business and private dining will impact margins vs. a full-service restaurant. Consider that against the needs an asset has for a particular amenity. Typically, in these deals, amenity need will drive but should not be the only consideration.</p>
	<p>Ownership drives construction estimates in most cases (or is very heavily involved).</p>
Have Critical Information Up-Front Before Structuring Deal:	<p>Ownership seeks detailed information on business model and that information needs to be validated.</p>
	<p>Make sure that occupancy cost is sustainable given operator's level of investment.</p>
Occupancy Cost:	<p>Rent is LL preferred return, before an operator participates in net income, thus upside needs to be articulated.</p>
Development Fee:	<p>This is typically negotiated as a lump sum or time-bound, recurring payment to the operator for the creation of the concept.</p>
Intellectual Property (IP):	<p>Own the IP of what is created if any development fee is paid. This is significant and something we often see missed in management agreements.</p>
	<p>Have a strong estimate of cost going into the deal structure process (specifically have estimates from a GC going in as noted above in Critical Information).</p>
Budgeting - Cost Control / Savings:	<p>Set specific landlord contribution ceiling based on the above estimates, as part of deal structure.</p>
	<p>Include a mechanism to incent operator to value engineer on construction and save. Ex. create a savings promote for the operator.</p>

Misc., Bank Account and Check Writing: Withdrawal threshold can be set closer to \$10k in a typical deal with certain exceptions (ingredients, etc.). Would avoid setting this higher than \$25-50k.

*Please note that these are most relevant for management agreements in mixed use projects, outside of a casino or typical hotel arrangement.*