Case Study #2: Developing Structured Data with Clause Questions

Chick-fil-A | JCP

2016

Migration from Oracle PM to TRIRIGA (all clauses are in "text" format)

Development of specialized Clause Text Questions for TRIRIGA by **internal** CFA Committee

2017

2018

JCP and CFA partner on a "Special Abstraction Project" to transform previously abstracted Oracle "text" data into "structured" data in TRIRIGA
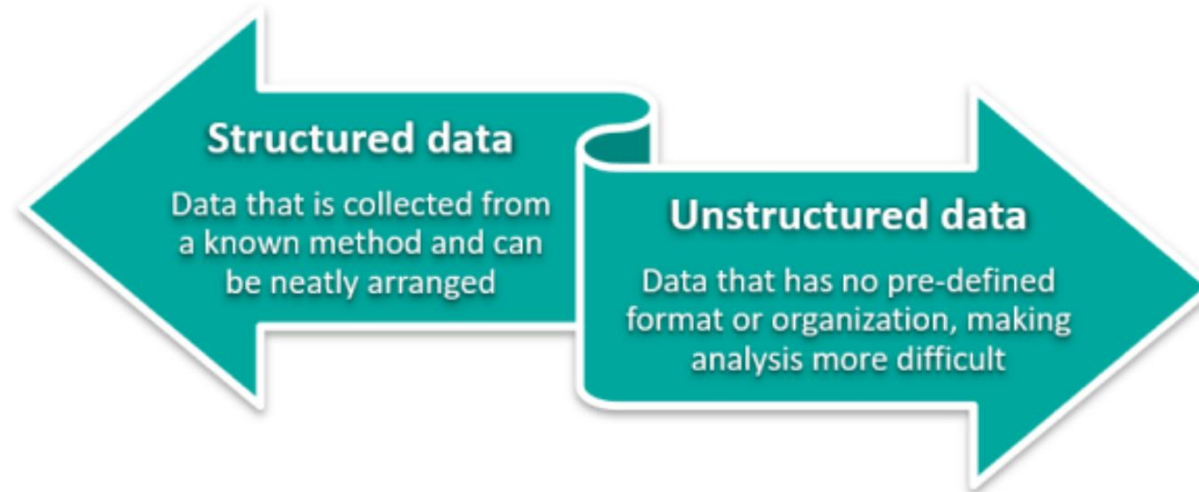
Clause questions continue to be added/refined as lease language is modified

2019-

LET'S TALK ABOUT DATA

Structured data

Data that is collected from a known method and can be neatly arranged

Unstructured data

Data that has no pre-defined format or organization, making analysis more difficult

REPORTING ON UNSTRUCTURED DATA IS...

Permitted Use:

A LOT OF IMPORTANT **"*DATA*"** BUT NOT REPORTABLE IN A MEANINGFUL WAY

Tenant shall have the right to use the Leased Premises for the retail sale of sporting goods, athletic shoes, apparel, sports fan licensed products and such other items as sold in a majority of Tenant's other retail locations and for any lawful purpose not prohibited by Existing Restrictions (as hereinafter defined) (the "Use"). Tenant shall not permit or suffer the use of the Leased Premises for any unlawful purpose. Landlord represents and warrants to Tenant that all existing use restrictions of record encumbering the Center or which have been granted to any party regardless of such parties' use or business and which are applicable to the Center (the "Existing Restrictions") are set forth in Exhibit "D" hereof and that, to Landlord's actual knowledge, Tenant's Use of the Leased Premises will not violate any such Existing Restrictions. If Landlord fails to furnish Tenant with any such Existing Restrictions, Landlord shall indemnify, defend and hold Tenant harmless from and against any and all costs relating to the enforcement by any party (including Landlord) of such Existing Restrictions. With respect to any Existing Restriction which applies to or restricts in any manner Tenant's Use, Landlord shall promptly deliver to Tenant an express, unconditional waiver duly executed by the beneficiary of the Existing Restriction, pursuant to which such beneficiary waives the application of such Existing Restriction to the Leased Premises (as the same may be enlarged or decreased) during the Term (as the same may be extended pursuant to this Lease or otherwise). The delivery of any such waivers shall be a condition to the validity of this Lease. Such waivers shall be attached hereto as Exhibit "D-1". Subject to Tenant's receipt of such waivers, Tenant shall not violate the Existing Restrictions set forth in Exhibit "D". Any use restriction granted after the date of this Lease (a "Future Restriction") that would in any way or manner pertain to Tenant's Use or the Leased Premises shall have no application whatsoever to Tenant or the Leased Premises, and all such Future Restrictions shall expressly exclude, by specific reference, the Leased Premises (as the same may be enlarged or decreased) during the Term (as may be extended pursuant to this Lease or otherwise). Landlord shall advise the

What is "Structured Data"?
The specific and organized nature of structured data allows for easy manipulation and querying of that data. Structured data allows the software to make meaning of data — it is a strictly defined way of representing data in a format that computing systems can read and be analyzed by computing systems.

WHICH CAR DO YOU WANT TO DRIVE?

Same Clause…broken into "Clause Questions"
that can be reported as discreet data points

Lease Clause: 1065375-Permitted Use　　　🖨 Print ❓

General | Audit Actions

■ Clause Questions

Export | 8 total found　　　　　　Show: 50 ⌄

Question	Value
LL consent required to change use from XYZ to another retail use?	Yes
LL consent required to change use to another restaurant?	Yes
LL consent required to change use to a bank?	Yes
LL consent required to change use to a drug store?	Yes
LL consent required to change use to a convenience store?	Yes
LL consent required to change use to a gas station?	Yes
XYZ subject to future exclusives if it changes its use?	No
LL Consent needed to change menu items?	No

- Internal **COMMITTEE** developed the Clause Questions based on existing clauses in Oracle PM and enhanced by TRIRGA capabilities.

- Set **GOALS**! Not feasible to include every verbatim restriction/benefit/responsibility that applies to a site. Make sure that all stakeholders (Users) of the system give input into the questions that are developed- the questions **DRIVE REPORTS**!

- Establish your basic list of **CLAUSE TYPES**. The Clause Type will drive the Clause Questions established for each Clause Type.

- Develop questions that **PROMPT** the User to determine whether they need to refer to the full document for further information.

- **CITATIONS** are a key element. Make it easy for the User to find the source of the information for quick reference or in response to a question from the field.

- Be **CONSISTENT**. Work together to determine the most important information to be collected in the Clause Questions and apply that strategy across each of the various Clause Types.

- Be **FLEXIBLE**. Lease language can change, business priorities change…establish a cadence to review the Clause Questions and revise as needed.

EXAMPLE: **PLAN APPROVAL–LANDLORD–ALTERATIONS** (CLAUSE TYPE)

Goals for the Clause:
To provide quick answers and guidance for teams considering prioritization of certain reinvestment construction projects.

Clause Questions (there are a total of 13 questions for this clause):
- Landlord Approval Required? [Yes/No]
- Threshold Dollar Amount [Text]
- Exterior Changes Only? [Yes/No]
- Plans deemed approved if no response? [Text answer; our instruction: Put "No." Or put "Yes" and provide verbatim language from document.]

Reasoning Behind the Questions:
- Locations which do not require Landlord (LL) approval or have certain criteria to meet before approval is required may help us determine where we can activate more quickly.
- If our project is a limited dollar amount, we can filter for where it would not breach the threshold dollar amount and require approval.
- If our project will not affect the exterior and LL approval is only required for exterior changes, then these are treated as if no approval is required.
- Or if our project will affect the exterior, and there are LL as well as third-party approvals required and there are seven approving parties, those projects will need a longer runway! (We have a similar clause for third-party approvals.)

EXAMPLE: **PLAN APPROVAL–LANDLORD–ALTERATIONS** (CLAUSE TYPE)

The Clause with Clause Questions in TRIRIGA today:

JCP collaborated with the CFA Legal Team in creating the process for transforming the Oracle PM data into the TRIRIGA Clause Questions Format. Some key take-aways from this "Special Project":

• Abstract Instructions are **CRITICAL**.
• Instructions must be **DETAILED, CONSISTENT, UPDATED** and **REVIEWED** by all Stakeholders.
• Sample abstracts should be completed to confirm that the data is presenting as intended for **REPORTING** and analysis.
• **PATIENCE** is needed. This was a 24-month effort - requires manual transformation of the data by someone who understands the concepts behind the lease language and can answer the Clause Questions correctly.
• Not appropriate for **AI** or digital transformation - at least not yet! **GET HELP**.
• **LEVERAGE** the power of the TRIRIGA platform.

Abstraction & PAR Manual

RESPONDING TO CLAUSES & CLAUSE QUESTIONS

List of All Clauses

Clause Name	Section Category	Typically in PAR (non-mall locations)	Included In Template (based on Transaction Type)			
			Ground Lease	Space Lease	Mall Lease	Owned Property
Access Easement	Easements	X	X	X		X
Adjoining Property – Building & Site Design	Use/Restrictions	X	X			X
Adjoining Property – CFA Exclusive	Use/Restrictions	X	X	X	X	X
Adjoining Property – Other Restrictions	Use/Restrictions	X	X			X
Adjoining Property – Parking Requirements	Use/Restrictions	X	X			X
Advertising Requirements	Other			X	X	
Assignment and Subletting	Assignment/ Subletting		X	X	X	
Base Rent	Rent		X	X	X	
Billboard	Marketing Fees		X			X
Building & Site Design	Alterations	X	X			X
Common Area Maintenance	Common Area Maintenance		X	X	X	X
Construction Covenant	Covenants	X	X	X	X	X
Construction Easement	Easements	X	X	X		X

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Abstraction & PAR Manual

RESPONDING TO CLAUSES & CLAUSE QUESTIONS

Clause Name	Section Category	Typically in PAR (non-mall locations)	Included In Template (based on Transaction Type)			
			Ground Lease	Space Lease	Mall Lease	Owned Property
Co-Tenancy (On-Going)	Co-Tenancy			X	X	
Co-Tenancy (Opening)	Co-Tenancy			X	X	
Default – Landlord	Default		X	X	X	
Default – Tenant	Default		X	X	X	
Electric	Utilities					
Eminent Domain	Other Rights		X			X
Estoppel	Legal/Finance		X	X	X	
Expansion Rights	Tenant Rights					
Food Court – CAM	Common Area Maintenance			X	X	
Food Court – Percentage Rent	Percentage Rent					
G.O./Promotion Charge	Marketing Fees			X	X	
Gas	Utilities					
Holdover	Tenant Rights		X	X	X	
Indemnity – Environmental	Other Rights		X			X

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LEVERAGE TECHNOLOGY!

The CFA Manual contains a chart listing all the Clauses in TRIRIGA with hyperlinks which take the abstractor/user to the specific instructions in the manual as to how to respond to the Clause Questions related to that Clause.

- Abstraction Consistency
- Reportability – TRIRIGA reports (below), BIRT reports
- Ease of reference for the business (beats having to scour through source documents)