UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

DIVISION OF
CORPORATION FINANCE

March 8, 2018

John Kelsh
Sidley Austin LLP
jkelsh@sidley.com

Re: Simon Property Group, Inc.
Incoming letter dated January 4, 2018

Dear Mr. Kelsh:

This letter is in response to your correspondence dated January 4, 2018 concerning the shareholder proposal (the "Proposal") submitted to Simon Property Group, Inc. (the "Company") by the Laborers' District Council and Contractors' Pension Fund of Ohio (the "Proponent") for inclusion in the Company's proxy materials for its upcoming annual meeting of security holders. We also have received correspondence from the Proponent dated January 22, 2018. Copies of all of the correspondence on which this response is based will be made available on our website at http://www.sec.gov/divisions/corpfin/cf-noaction/14a-8.shtml. For your reference, a brief discussion of the Division's informal procedures regarding shareholder proposals is also available at the same website address.

Sincerely,

Matt S. McNair
Senior Special Counsel

Enclosure

cc: Matthew A. Archer
Ohio Laborers' Fringe Benefits Programs
marcher@olfbp.com

March 8, 2018

Response of the Office of Chief Counsel
Division of Corporation Finance

Re: Simon Property Group, Inc.
Incoming letter dated January 4, 2018

The Proposal requests that any future employment agreements entered into with the Company's CEO, David Simon, after the expiration of his current employment agreement not provide any termination benefits to him following a change in control.

We are unable to concur in your view that the Company may exclude the Proposal under rule 14a-8(i)(3). We are unable to conclude that you have demonstrated objectively that the Proposal is materially false or misleading. Accordingly, we do not believe that the Company may omit the Proposal from its proxy materials in reliance on rule 14a-8(i)(3).

We are unable to concur in your view that the Company may exclude the Proposal under rule 14a-8(i)(7). Accordingly, we do not believe that the Company may omit the Proposal from its proxy materials in reliance on 14a-8(i)(7).

Sincerely,

Caleb French
Attorney-Adviser

DIVISION OF CORPORATION FINANCE
INFORMAL PROCEDURES REGARDING SHAREHOLDER PROPOSALS

The Division of Corporation Finance believes that its responsibility with respect to matters arising under Rule 14a-8 [17 CFR 240.14a-8], as with other matters under the proxy rules, is to aid those who must comply with the rule by offering informal advice and suggestions and to determine, initially, whether or not it may be appropriate in a particular matter to recommend enforcement action to the Commission. In connection with a shareholder proposal under Rule 14a-8, the Division's staff considers the information furnished to it by the company in support of its intention to exclude the proposal from the company's proxy materials, as well as any information furnished by the proponent or the proponent's representative.

Although Rule 14a-8(k) does not require any communications from shareholders to the Commission's staff, the staff will always consider information concerning alleged violations of the statutes and rules administered by the Commission, including arguments as to whether or not activities proposed to be taken would violate the statute or rule involved. The receipt by the staff of such information, however, should not be construed as changing the staff's informal procedures and proxy review into a formal or adversarial procedure.

It is important to note that the staff's no-action responses to Rule 14a-8(j) submissions reflect only informal views. The determinations reached in these no-action letters do not and cannot adjudicate the merits of a company's position with respect to the proposal. Only a court such as a U.S. District Court can decide whether a company is obligated to include shareholder proposals in its proxy materials. Accordingly, a discretionary determination not to recommend or take Commission enforcement action does not preclude a proponent, or any shareholder of a company, from pursuing any rights he or she may have against the company in court, should the company's management omit the proposal from the company's proxy materials.

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Jan. 22, 2018

Via Email

shareholderproposals@sec.gov
U.S. Securities and Exchange Commission
Division of Corporation Finance
Office of Chief Counsel
100 F Street, N.E. Washington, D.C. 20549

Dear Counsel:

The Laborers' District Council and Contractors' Pension Fund of Ohio (the "Fund") hereby submits this letter in reply to the Simon Property Group, Inc. ("Simon" or "the Company") Request for No-Action Advice concerning the shareholder proposal ("Proposal") and supporting statement our Fund submitted to Simon for inclusion in its 2018 proxy materials.

The Fund's proposal provides:

> **Resolved:** That the shareholders of Simon Property Group, Inc. (the "Company") request that any future employment agreements entered into with the Company's CEO David Simon after the expiration of his current employment agreement do not provide Mr. Simon any termination benefits following a change in control. This proposal shall be implemented so as not to violate any existing employment agreements or other contractual obligations, including but not limited to the 2011 CEO Retention Agreement and subsequent amendments or restatements, or the terms of any compensation or benefit plan currently in existence on the date this proposal is adopted.

For the reasons discussed below, we respectfully submit the Company's request should be denied and the Proposal should be included in its proxy materials.

The Company argues that the Proposal may be omitted under Rule 14-8(1)(7) as a matter of ordinary business because it deals with the compensation of a single employee and not the Company's "executive compensation policies or general practices." The starting point for the analysis must be the recent Staff Legal Bulletin No. 14I (Nov. 1, 2017), which provides the Division's most current statement on the scope and application of Rule 14a-8(i)(7). The bulletin states in pertinent part:

> At issue in many Rule 14a-8(i)(7) no-action requests is whether a proposal that addresses ordinary business matters nonetheless focuses on a policy issue that is sufficiently significant. These determinations often raise difficult judgment calls that the Division believes are in the first instance matters that the board of directors is generally in a better position to determine. A board of directors, acting as steward with fiduciary duties to a company's shareholders, generally has significant duties of loyalty and care in overseeing management and the strategic direction of the company. A board acting in this capacity

> and with the knowledge of the company's business and the implications for a particular proposal on that company's business is well situated to analyze, determine and explain whether a particular issue is sufficiently significant because the matter transcends ordinary business and would be appropriate for a shareholder vote.
>
> Accordingly, going forward, we would expect a company's no-action request to include a discussion that reflects the board's analysis of the particular policy issue raised and its significance. That explanation would be most helpful if it detailed the specific processes employed by the board to ensure that its conclusions are well-informed and well-reasoned. We believe that a well-developed discussion of the board's analysis of these matters will greatly assist the staff with its review of no-action requests under Rule 14a-8(i)(7).

The Bulletin specifically notes that the board of directors is well situated to analyze, determine and explain whether a particular issue – in this case senior executive compensation -- is sufficiently significant to transcend ordinary business and be appropriate for a shareholder vote. And note that according to the recent bulletin this analysis should be informed by Simon's board of directors' discussion detailing the specific processes employed by the board to ensure its conclusions are well-informed and well-reasoned.

We do not know why the Company's request for no-action relief does not include any discussion of the board's analysis regarding why the Fund's Proposal concerning senior executive compensation should not be included, let alone a discussion of the specific processes it employed. However, we do know, as the Company even acknowledges, that it has been established for decades that senior executive compensation is not a matter of ordinary business and shareholder proposals on this issue are clearly appropriate for a shareholder vote.

The Company's no-action request does acknowledge, as it must, that executive compensation proposals are not excludable as a matter of ordinary business under the Staff of the Division of Corporation Finance (the "Staff") long-held position.[1] For example, in *Baltimore Gas and Electric* (Feb. 13, 1992) the Staff stated:

> In view of the widespread public debate concerning executive and director compensation policies and practices, and the increasing recognition that these issues raise significant policy issues, it is the Division's view that proposals relating to senior executive compensation no longer can be considered matters relating to a registrant's ordinary business. Under the circumstances, the staff does not believe that the Company may rely on Rule 14a-8(c)(7) as a basis to exclude the proposal [concerning capping executive officers' pay] from its proxy materials.

The Company attempts to exclude the instant Proposal by stating that it deals with the compensation and benefits of a single employee and not the Company's "executive compensation policies or general practices." The standard, though, is whether the proposal addresses senior executive compensation, which clearly it does. The Company's argument

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[1] While the no-action request references "executive compensation", in fact it should refer to "senior executive compensation."

incorrectly identifies the standard as whether the proposal relates to executive compensation policies and general practices which ironically have been held to be excludable as ordinary business matters by involving compensation of the general workforce rather than just senior executive officers.

The Company seeks to trivialize the Proposal as one that "insinuate[es] itself into the minutia of the Company Compensation Committee's negotiating strategy on a hypothetical future contract." A reality check is in order. The "minutia" of the contract of this single employee relates to a potential benefit in excess of a quarter of a billion dollars to a 55 year-old person serving as Chairman of the Company since 2007 and CEO of the Company or its predecessor since 1995; a director of the Company or its predecessor since its incorporation in 1993; and President of the Company's predecessor from 1993 to 1996.[2]

In fact, the Company's most recent proxy statement states, "The [Compensation] Committee will continue to be pro-active in reviewing the effectiveness of the Company's executive compensation program as well as continue to consider stockholder feedback in its ongoing review of our executive compensation program." In this regard we note that at the 2016 annual meeting over 96% of the shares voting approved the "Say-on-Pay" vote, but shareholder support significantly declined as demonstrated by the 2017 "Say-on-Pay" vote level of 88%. We submit that the Compensation Committee and the board overall would benefit from the shareholder proposal in that strong support for our proposal would inform the Board's future consideration of Mr. Simon's benefits, hardly a trivial matter. See Form 8-K, May 10, 2017.

The Company also attempts to liken the Proposal to ones that seek to terminate specific officers. In CVS Health Corporation (March 4, 2016), the Company argued:

> The Proposal states: "[t]he stockholders instruct the Board of Directors to immediately terminate the employment agreements with Larry Merlo, David Denton, Helena Foulkes, Jonathan Roberts, and Thomas Moriarty. None of these individuals will be considered for further employment by CVS Health in any capacity.
>
> As discussed below, the Proposal may be omitted as it implicates the Company's ordinary business operations because (A) it relates to the termination of certain employees and the management of the Company's workforce, and (B) it places a cap on the compensation of executives that is linked to the compensation of employees generally, and therefore is related to general employee compensation. In the 1998 Release, the Commission stated that certain tasks are "so fundamental to management's ability to run a company on a day-to-day basis that they could not, as a practical matter, be subject to direct shareholder oversight. Examples include the management of the workforce, such as the hiring, promotion, and termination of employees, decisions on production quality and quantity, and the retention of suppliers." 1998 Release.

The Company's reference to *CVS* and the string of cited cases is easily distinguishable for they do no more than provide examples of ordinary business matters, such as hiring of employees,

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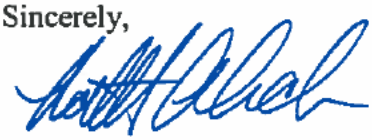
[2] We mention Mr. Simon's age simply to note it is likely he will remain running the Company for a long time; his uncle Herbert Simon, age 82, stood for election as a director at the Company's last annual meeting.

decisions on production quality, etc. But they do nothing to undermine the fact that the instant Proposal concerns senior executive compensation, which is clearly not a matter of ordinary business.

The Company also argues that the Proposal is excludable under Rule 14a-8(i)(3) for being false and misleading. Here again the Company acknowledges that the Proposal accurately cites information provided in the Company's most recent proxy statement. In the Compensation Discussion and Analysis section of the proxy statement, a table entitled "Estimated Post-Employment Payments Under Alternative Termination Scenarios" identifies the Total "Termination by the Company without Cause or Resignation with Good Reason Following Change in Control" for David Simon to be $258,590,118. We are hard pressed to see how relying on the Company's own estimate of this benefit can be considered false and misleading. While our shareholder proposal is limited to 500 words, the Company controls its upcoming proxy statement and is free to rebut our argument by making its lengthy argument to qualify its own estimated total dollar figure.

For all these reasons, we respectfully submit that the Company's request should be denied and the Proposal should be included in the upcoming proxy materials. Should you have any questions or wish to discuss the Proposal, please contact Ms. Jennifer O'Dell, Assistant Director of the LIUNA Department of Corporate Affairs at (202) 942-2359.

Sincerely,



Matthew A. Archer
Administrative Manager

Cc: Steven E. Fivel

SIDLEY

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January 4, 2018

Via Electronic Mail

U.S. Securities and Exchange Commission
Division of Corporation Finance
Office of Chief Counsel
100 F Street NE
Washington, DC 20549

Re: Simon Property Group, Inc. – Shareholder Proposal submitted by Laborers' District Council and Contractors' Pension Fund of Ohio

This letter is submitted on behalf of Simon Property Group, Inc., a Delaware corporation (the "Company"), pursuant to Rule 14a-8 under the Securities Exchange Act of 1934 (the "Exchange Act"), to notify the Securities and Exchange Commission (the "Commission") of the Company's intention to exclude from its proxy materials for its 2018 Annual Meeting of Stockholders (the "2018 Annual Meeting") a shareholder proposal (the "Proposal") and statement in support thereof received from the Laborers' District Council and Contractors' Pension Fund of Ohio (the "Proponent").

The Company intends to file its definitive proxy materials for the 2018 Annual Meeting on or about March 27, 2018.

The Company hereby requests confirmation that the staff of the Division of Corporation Finance (the "Staff") will not recommend to the Commission that enforcement action be taken if the Company excludes the Proposal from its 2018 Annual Meeting proxy materials for the reasons set forth below.

THE PROPOSAL

The Proposal sets forth the following resolution to be voted on by shareholders at the 2018 Annual Meeting:

> **Resolved:** That the shareholders of Simon Property Group, Inc. (the "Company") request that any future employment agreements entered into with the Company's CEO David Simon after the expiration of his current employment agreement do

not provide Mr. Simon any termination benefits following a change in control. This proposal shall be implemented so as not to violate any existing employment agreements or other contractual obligations, including but not limited to the 2011 CEO Retention Agreement and subsequent amendments or restatements, or the terms of any compensation or benefit plan currently in existence on the date this proposal is adopted.

Supporting Statement: The Company's 2017 Proxy Statement discloses that Chairman and CEO Simon would receive an estimated benefit in excess of $258,000,000 following his termination by the Company without cause or his resignation with good reason following a change in control.

The rationale for golden parachute arrangements is discussed in a Harvard Business Review article by Peer Fiss entitled "A Short History of Golden Parachutes," Oct. 3, 2016. It states:

> [G]olden parachutes for top executives were created with very specific goals: to ensure shareholders wouldn't lose out on beneficial M&A deals and to protect executives from the uncertainty of being fired in the wake of the corporate takeover wave of the 1980s….
>
> The sense of angst in the C-suite during the 1980s was not wholly unjustified, as most CEOs of acquired firms tended to be out of a job either in the immediate aftermath of a takeover or were reduced to [a] significantly lesser role. Golden parachutes became an insurance policy meant to retain executives and ensure their financial protection while also aligning their incentives with those of investors. The idea was that a healthy exit package would keep executives from fighting deals that might potentially bring a big payday to the firm's shareholders.

The Company's 2017 Proxy Statement's Principal Stockholders' table identifies Melvin Simon & Associates, Inc. et al. as the beneficial owner of 27,136,117 shares of Company stock, representing 8.03% of the Company. A footnote states "This group, or the MSA group, consists of Melvin Simon & Associates, Inc., David Simon, Herbert Simon, two voting trusts, and other entities and trusts controlled by or for the benefit of MSA, David Simon or Herbert Simon."

In our opinion, Mr. Simon's interests are-aligned with those of other shareholders and he need not fear being fired in the event of the Company being involved in a merger or acquisition. Therefore, the estimated benefit valued at more than a quarter of a billion dollars for CEO Simon is not justified and should not be extended beyond his current employment agreement.

A copy of the Proposal and related correspondence with the Proponent is set forth in Exhibit A.

BASIS FOR EXCLUSION OF THE PROPOSAL

The Proposal may be omitted from the Company's proxy materials for the 2018 Annual Meeting in reliance on Rule 14a-8(i)(7), because the Proposal deals with a matter relating to the Company's ordinary business operations.

Background

Rule 14a-8(i)(7) permits a company to omit a shareholder proposal from its proxy materials if the proposal deals with a matter relating to the company's "ordinary business operations." The purpose of the ordinary business exclusion is "to confine the resolution of ordinary business problems to management and the board of directors, since it is impracticable for shareholders to decide how to solve such problems at an annual shareholders meeting."[1] Two considerations underlie this exclusion. The first relates to the subject matter of the proposal: "[c]ertain tasks are so fundamental to management's ability to run a company on a day-to-day basis that they could not, as a practical matter, be subject to direct shareholder oversight. Examples include the management of the workforce, such as the hiring, promotion, and termination of employees, decisions on production quality and quantity, and the retention of suppliers."[2] The second consideration relates to the "degree to which the proposal seeks to 'micro-manage' the company by probing too deeply into matters of a complex nature upon which shareholders, as a group, would not be in a position to make an informed judgment."[3]

As explained in further detail below, the Proposal pertains to excludable ordinary business operations by focusing on the employment agreement and benefits of a single person identified by name (David Simon), and does not relate to any broader policy regarding executive compensation. Therefore, the Proposal is excludable pursuant to Rule 14a-8(i)(7). The Proposal is also excludable pursuant to Rule 14a-8(i)(3) because it is materially misleading in significantly overstating the amounts that Mr. Simon would receive that are attributable to a change-in-control event.

The Proposal May Be Excluded Pursuant to Rule 14a-8(i)(7) Because It Involves the Compensation and Benefits of a Single Employee and Is Not a Proposal Regarding Executive Compensation Policies or General Practices.

Although the Company recognizes the Staff's long-held position that proposals related to executive compensation policies and general practices are not excludable under

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[1] Release No. 34-40018 (May 21, 1998).

[2] *Id*.

[3] *Id*.

Rule 14a-8(i)(7) as a significant policy issue,[4] the Proposal is not a proposal related to executive compensation policies or general practices. Rather, the Proposal is focused on the employment agreement and compensation of Mr. David Simon, the Company's CEO, and does not extend to any other executive officer of the Company, or even any successor CEO. The Proposal posits that Mr. Simon has a sufficient number of shares such that his incentives would be aligned with shareholders' if presented with a possible M&A deal. Therefore, in the Proponent's opinion, there is no "need" for providing him with golden parachute benefits.

By focusing on a specific individual and that individual's unique facts and circumstances, the Proposal is distinct and distinguishable from proposals concerning executive compensation policies. The Proposal is a targeted request related to the employment agreement and termination benefits of Mr. Simon, and only Mr. Simon. By its terms, the Proposal does not request that the Company apply similar terms to anyone else and is not a request to adopt a general policy regarding termination benefits for one or more executive officers following a change in control. As a result, rather than transcend the ordinary business aspect of its subject matter, the Proposal narrowly focuses on the ordinary business of negotiating a specific provision in Mr. Simon's future employment agreement – namely, whether Mr. Simon's Annual and Unvested Long-Term Incentive Plan units would become fully vested – and in so doing, seeks to "micro-manage" the Company's Compensation Committee.

The Staff has consistently held that proposals relating to the termination or replacement of executive officers are excludable pursuant to Rule 14a-8(i)(7). *See, e.g.*, *CVS Health Corporation* (Mar. 4, 2016) (proposal to terminate named executive officers and limit compensation for their replacements was excludable under Rule 14a-8(i)(7)); *Allegheny Energy, Inc.* (Mar. 3, 2003) (proposal to remove the chief executive officer and president excluded under Rule 14a-8(i)(7) as relating to termination, hiring or promotion of an employee and therefore to ordinary business operations); *Merrill Lynch & Co.* (Feb. 8, 2002) (concurring in the exclusion, under Rule 14a-8(i)(7), of a proposal requesting that the chief executive officer resign); *Spartan Motors, Inc.* (Mar. 13, 2001) (proposal requesting that directors immediately remove the company's chief executive officer and find a replacement was excludable under Rule 14a-8(i)(7)); *Norfolk Southern Corp.* (Feb. 1, 2001) (concurring in the exclusion of a proposal to replace the company's current management team under Rule 14a-8(i)(7)); *Wisconsin Energy Corporation* (Jan. 30, 2001) (proposal requesting that directors seek the resignation of the chief executive officer and president of the company was excludable under Rule 14a-8(i)(7)).

Similar to these precedents, the Proposal focuses on managing the terms of employment for the Company's CEO; the SEC has long posited that "management of the

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[4] *See*, *e,g.*, *Eastman Kodak* (Feb. 1992); *International Business Machines Corp.*, (Feb. 13, 1992); *Baltimore Gas and Electric Co.* (Feb. 1992).

workforce, such as the hiring, promotion, and termination of employees," constitutes ordinary business and is therefore excludable under Rule 14a-8(i)(7). Because of its personal focus on Mr. Simon and his particular facts and circumstances, which is similar to the personal focus of the precedents cited in the prior paragraph, the Proposal does not present a policy issue that transcends ordinary business.

In fact, the Proposal goes even further by insinuating itself into the minutia of the Company Compensation Committee's negotiating strategy on a hypothetical future contract and unreasonably limiting the Committee's flexibility to negotiate based on unknown future facts and circumstances. The Proposal does not have anything to do with executive compensation policy; rather the Proposal prognosticates what may or may not motivate Mr. Simon in a future contract negotiation and thrusts itself into the ordinary business of contract negotiation strategy. Whether or not Mr. Simon will in the future have sufficient incentives to align his interests with that of other investors' is a matter more appropriately handled by the Company's Compensation Committee at such time. Shareholders already have the opportunity to express their view on such matters in the "Say-on-Pay" vote that is held at each Annual Meeting and the "Say-on-Golden-Parachute" vote that would occur following a Change in Control transaction. Rule 14a-8 does not give shareholders the ability to compel the Company to hold a shareholder vote on a particular provision in a single individual's employment agreement. Accordingly, we believe that the Proposal may be omitted from 2018 Annual Meeting proxy materials in reliance on Rule 14a-8(i)(7).

The Proposal May Be Excluded Pursuant to Rule 14a-8(i)(3) Because It Significantly Overstates the Change-in-Control-Related Compensation that Mr. Simon Would Receive in the Event of a Change in Control.

The Proposal's "Supporting Statement" begins by stating that Mr. Simon "would receive an estimated benefit in excess of $258,000,000 following his termination by the Company without cause or his resignation with good reason following a change in control"; and it concludes by asserting that "the estimated benefit valued at more than a quarter of a billion dollars for CEO Simon is not justified and should not be extended beyond his current employment agreement."

The Proposal takes the $258 million amount directly from the Company's 2017 proxy statement, from the Estimated Post-Employment Payments Under Alternative Termination Scenarios Table; in the table's far right column, which has the heading, "Termination by the Company Without Cause or Resignation With Good Reason Following Change in Control," the Company reports, for Mr. Simon, a total amount of $258,590,118. However, the Proposal ignores the information contained in the second column in the table: if Mr. Simon is terminated by the Company without cause or resigns with good reason, and there is no change-in-control event, then Mr. Simon would receive $127,677,814. In other words, only about 50% of the $258 million – or $130,912,304 – is attributable to the change-in-control event itself.

This is a material misstatement in a shareholder proposal that seeks a vote on whether the CEO's employment agreement should contain a golden parachute benefit – here, the vesting of Long-Term Incentive Plan units. The Proposal misstates this benefit by 98%, which is materially misleading. Accordingly, we believe that the Proposal may be omitted from the 2018 Annual Meeting proxy materials in reliance on Rule 14a-8(i)(3), because it is materially misleading in violation of Exchange Act Rule 14a-9.

CONCLUSION

Based upon the foregoing analysis, we request that the Staff confirm that it will take no action if the Company excludes the Proposal from its proxy materials for the 2018 Annual Meeting.

If you have any questions regarding this request or desire additional information, please contact the undersigned at (312) 853-7097 or by email at jkelsh@sidley.com.

Sincerely,

/s/ John Kelsh

John Kelsh

Attachments

cc: Steven E. Fivel, Simon Property Group, Inc.
Alexander L.W. Snyder, Simon Property Group, Inc.
Mr. Matthew A. Archer, Laborers' District Council and Contractors' Pension Fund of Ohio

Exhibit A

(see attached)

OLFBP
Ohio Laborers' Fringe Benefit Programs

OLDC-OCA Insurance Fund
LDC&C Pension Fund of Ohio
Ohio Laborers' Training & Apprenticeship Trust Fund
OLDC-OCA Cooperation & Education Trust Fund

800 Hillsdowne Road • Westerville, OH 43081-3302 • (614) 898-9006 • (800) 236-6437 • Fax (614) 898-9169 • www.olfbp.com

November 28, 2017

Mr. Steven E. Fivel
General Counsel and Corporate Secretary
Simon Property Group, Inc.
225 West Washington Street
Indianapolis, IN 46204

Dear Mr. Fivel,

On behalf of the Laborers' District Council and Contractors' Pension Fund of Ohio ("Fund"), I hereby submit the enclosed shareholder proposal ("Proposal") for inclusion in the Simon Property Group Inc. ("Company") proxy statement to be circulated to Company shareholders in conjunction with the next annual meeting of shareholders. The Proposal is submitted under Rule 14(a)-8 (Proposals of Security Holders) of the U.S. Securities and Exchange Commission's proxy regulations.

The Fund is the beneficial owner of approximately 3,162 shares of the Company's common stock, which have been held continuously for more than a year prior to this date of submission. The Proposal is submitted in order to promote a governance system at the Company that enables the Board and senior management to manage the Company for the long-term. Maximizing the Company's wealth generating capacity over the long-term will best serve the interests of the Company shareholders and other important constituents of the Company.

The Fund intends to hold the shares through the date of the Company's next annual meeting of shareholders. The record holder of the stock will provide the appropriate verification of the Fund's beneficial ownership by separate letter. Either the undersigned or a designated representative will present the Proposal for consideration at the annual meeting of shareholders.

If you have any questions or wish to discuss the Proposal, please contact Ms. Jennifer O'Dell, Assistant Director of the LIUNA Department of Corporate Affairs at (202) 942-2359. Copies of correspondence or a request for a "no-action" letter should be forwarded to Ms. O'Dell in care of the Laborers' International Union of North America Corporate Governance Project, 905 16th Street, NW, Washington, DC 20006. Please note, any written communication should be sent to the above address via U.S. Postal Service or UPS as the Laborers' have a policy of accepting only union delivery.

Sincerely,

Matthew A. Archer
Administrative Manager

Cc. Jennifer O'Dell
Enclosure

Resolved: That the shareholders of Simon Property Group, Inc. (the "Company") request that any future employment agreements entered into with the Company's CEO David Simon after the expiration of his current employment agreement do not provide Mr. Simon any termination benefits following a change in control. This proposal shall be implemented so as not to violate any existing employment agreements or other contractual obligations, including but not limited to the 2011 CEO Retention Agreement and subsequent amendments or restatements, or the terms of any compensation or benefit plan currently in existence on the date this proposal is adopted.

Supporting Statement: The Company's 2017 Proxy Statement discloses that Chairman and CEO Simon would receive an estimated benefit in excess of $258,000,000 following his termination by the Company without cause or his resignation with good reason following a change in control.

The rationale for golden parachute arrangements is discussed in a ***Harvard Business Review*** article by Peer Fiss entitled "A Short History of Golden Parachutes," Oct. 3, 2016. It states:

> [G]olden parachutes for top executives were created with very specific goals: to ensure shareholders wouldn't lose out on beneficial M&A deals and to protect executives from the uncertainty of being fired in the wake of the corporate takeover wave of the 1980s. . . .
>
> The sense of angst in the C-suite during the 1980s was not wholly unjustified, as most CEOs of acquired firms tended to be out of a job either in the immediate aftermath of a takeover or were reduced to [a] significantly lesser role. Golden parachutes became an insurance policy meant to retain executives and ensure their financial protection while also aligning their incentives with those of investors. The idea was that a healthy exit package would keep executives from fighting deals that might potentially bring a big payday to the firm's shareholders.

The Company's 2017 Proxy Statement's Principal Stockholders' table identifies Melvin Simon & Associates, Inc. et al. as the beneficial owner of 27,136,117 shares of Company stock, representing 8.03% of the Company. A footnote states "This group, or the MSA group, consists of Melvin Simon & Associates, Inc., David Simon, Herbert Simon, two voting trusts, and other entities and trusts controlled by or for the benefit of MSA, David Simon or Herbert Simon."

In our opinion, Mr. Simon's interests are-aligned with those of other shareholders and he need not fear being fired in the event of the Company being involved in a merger or acquisition. Therefore, the estimated benefit valued at more than a quarter of a billion dollars for CEO Simon is not justified and should not be extended beyond his current employment agreement.

For Everything You Invest In℠

Facsimile Cover Sheet

To: LDCC
Company:
Phone:
Fax: 3176857377

From:
Company: State Street
Phone:
Fax:

Date: Wednesday, December 20, 2017 12:11:56 PM
Pages including this cover page: 02

Sent Via Fax: 317-685-7377

December 5, 2017

Mr. Steven E. Fivel
General Counsel and Corporate Secretary
Simon Property Group, Inc.
225 West Washington Street
Indianapolis, IN 46204

Re: Certification of Shareholding in Simon Property Group, Inc. <cusip 828806109> for Laborers District Council & Contractors' Pension Fund of Ohio

Dear Mr. Fivel,

State Street Bank is the record holder for 3,162 shares of Simon Property Group, Inc. ("Company") common stock held for the benefit of the Laborers District Council & Contractors' Pension Fund of Ohio ("Fund"). The Fund has been a beneficial owner of at least 1% or $2,000 in market value of the Company's common stock continuously for at least one year prior to November 17, 2017, the date of submission of the shareholder proposal submitted by the Fund pursuant to Rule 14a-8 of the Securities and Exchange Commission rules and regulations. The Fund continues to hold the shares of Company stock.

As custodian for the Fund, State Street holds these shares at its Participant Account at the Depository Trust Company ("DTC"). Cede & Co., the nominee name at DTC, is the record holder of these shares.

If there are any questions concerning this matter, please do not hesitate to contact me directly.

Sincerely,