

2011 Leasing Institute
September 14, 2011 • Four Seasons Hotel • Austin, TX
October 12, 2011 • Belo Mansion • Dallas, TX

Wednesday Morning, Sep. 14, 2011

Presiding Officer:

Aaron Johnston Jr., The Johnston Law Firm PLLC - Dallas, TX

8:00 am In Austin Only	Registration Opens Includes continental breakfast.
8:50 am In Austin Only	Welcoming Remarks
9:00 am 0.50 hr	Overview of Major Lease Types Including Related Bar Section Forms This presentation describes the major issues common to all commercial leases and some specific issues relevant to particular types of leases. J. Cary Barton, Barton, East & Caldwell, L.L.P. - San Antonio, TX
9:30 am 0.33 hr	Letters of Intent Learn all about the "road map" to the lease process: What to include, considerations in drafting, suggested forms and resources, enforceability and current cases. Reid C. Wilson, Wilson, Cribbs & Goren, P.C. - Houston, TX
9:50 am 0.33 hr	Construction Agreements in Retail Leases It is very important that the attorney understand and clearly write the agreement of the Landlord and Tenant concerning the allocation of responsibility for construction matters, yet often attorneys do not understand or find it difficult to obtain information about those matters. This presentation helps attorneys work their way through this potentially difficult agreement, with forms. Harriet Anne Tabb, McGuire, Craddock & Strother P.C. - Dallas, TX
10:10 am In Austin Only	Break
10:25 am 0.50 hr	Working with the TAR and NTCAR Lease Forms: The Swiss Army Knife of Lease Forms The Texas Association of Realtors (TAR) and North Texas Commercial Association of Realtors (NTCAR) lease forms are similar to the Texas Real Estate Commission (TREC) lease forms in that they are designed for use by non-lawyers and to protect them from practicing law without a license. Often, the attorney is presented with one of these forms with instructions that the parties have already agreed that the lease must be on this form. When restricted to one of these forms, what changes and additional provisions should the attorney consider? Robert Duncan McTaggart, Robert D. McTaggart, P.C. - Dallas, TX

10:55 am 0.75 hr	<p>Negotiating the Lease from the Landlord and Tenant Perspectives</p> <p>Through a mock negotiation, the panelists discuss the landlord's position, the tenant's position and the most common negotiated compromises. Sample lease provisions are included.</p> <p>T. Andrew Dow, Winstead PC - Dallas, TX J. Kenneth Kopf, Winstead PC - Dallas, TX</p>
11:40 am 0.50 hr	<p>BOMA's 2010 Standard Methods of Measurement for Office Buildings: Why Should Tenants Care and How Should They React?</p> <p>In 2010, the Building Owners and Management Association (BOMA) International published "Office Buildings: Standard Methods of Measurement." The panelists explore the key differences between BOMA's 2010 publication and its predecessor, the 1996 "Standard Method of Measuring Floor Area in Office Buildings," and explain the practical implications of measurement standards on tenants as well as landlords and the potential traps.</p> <p>Candace S. Baggett, The Calibre Group, Inc. - Houston, TX Eric C. Berson, Washington Realty Group, Inc. - Los Altos, CA</p>
12:10 pm In Austin Only	<p>Break to Pick Up Lunch</p> <p>Included in conference registration fee.</p>

Wednesday Afternoon, Sep. 14, 2011

Presiding Officer:

Robert Harms Bliss, Attorney at Law - Dallas, TX

In Austin Only	Luncheon Presentation
12:25 pm 0.75 hr ethics	<p>The Ethics of Negotiation: Are There Any?</p> <p>What are the boundaries, borders and grey areas for lawyers involved in negotiations? A fast-paced presentation with points to ponder, hypotheticals to consider, and something to smile about.</p> <p>Jason Boulette, Boulette & Golden L.L.P. - Austin, TX</p>
1:10 pm In Austin Only	Break
1:25 pm 0.50 hr	<p>Rooftop Telecommunications Licenses</p> <p>License or lease? This presentation reviews factors that impact rooftop space rent or sales price, and an owner's top ten considerations when negotiating rooftop license agreements.</p> <p>Aaron Johnston Jr., The Johnston Law Firm PLLC - Dallas, TX</p>
1:55 pm 0.50 hr	<p>Landlord's Guide to Tenant Bankruptcy</p> <p>This discussion covers the impact of the tenant's bankruptcy under a commercial lease and the primary rights and remedies of the landlord.</p> <p>Joe E. Marshall, Munsch Hardt Kopf & Harr, P.C. - Dallas, TX</p>

2:25 pm 0.75 hr	<p>FASB Lease Accounting Changes: Implications to Consider as Operating Leases Move onto the Balance Sheet</p> <p>The Financial Accounting Standards Board (FASB) and International Accounting Standards Board (IASB) issued a joint exposure draft that, if implemented, will completely revamp the manner in which leases are accounted for by both lessees and lessors. Learn about the key implications of the proposed changes and their potential impact on the commercial real estate industry.</p> <p>Moderator: Candace S. Baggett, The Calibre Group, Inc. - Houston, TX</p> <p>Panelist: Mark Henshaw, Duff & Phelps, LLC - Houston, TX</p>
3:10 pm In Austin Only	Break
3:25 pm 0.50 hr	<p>It's Not Easy Being Green: Are Green Leases Really Green?</p> <p>Green leases were the new focal point before the real estate downturn. What have several years of actual experience taught us about green leasing and sustainability in practice?</p> <p>In Austin: Philip D. Weller, DLA Piper US LLP - Dallas, TX</p> <p>In Dallas: Craig B. Anderson, DLA Piper US LLP - Dallas, TX</p>
3:55 pm 0.50 hr	<p>Wind Power Leases for the Transactional Real Estate Lawyer</p> <p>An overview of key issues, negotiation points and drafting tips for transactional lawyers representing land owners in wind and solar leasing or land acquisition deals.</p> <p>Gregory S. Friend, McElroy, Sullivan & Miller, L.L.P. - Austin, TX</p>
4:25 pm 0.50 hr	<p>Jurisdictional Wars: District and Justice Courts on "Possession" v. "Title"</p> <p>Texas law states that in a forcible detainer action, "the only issue shall be as to the right to actual possession; and the merits of the title shall not be adjudicated." District courts have exclusive jurisdiction over title questions involving real property. Yet, a lease is a conveyance of land for a designated period with a reversionary interest in the lessor. How do the courts sort out this incongruity?</p> <p>Robert Harms Bliss, Attorney at Law - Dallas, TX</p>
4:55 pm 0.75 hr 0.25 hr ethics	<p>Leasing Case Law Update</p> <p>A review of recent Texas cases related to landlord and tenant issues.</p> <p>David A. Weatherbie, Cramer Weatherbie Richardson Walker LLP - Dallas, TX</p>
5:40 pm In Austin Only	Adjourn