UT LAW CLE Continuing Legal Education

2017 Bernard O. Dow Leasing Institute
November 10, 2017 • South Texas College of Law Houston • Houston, TX

Friday Morning, Nov. 10, 2017

Presiding Officer:
Frank Z. Ruttenberg, Haynes and Boone, LLP - San Antonio, TX

7:30 am	**Registration Opens** Includes continental breakfast.
8:25 am	**Welcoming Remarks**
8:30 am 0.50 hr	**Specific Procedures for Commercial Leases to Avoid Late-Term Disagreements** Many commercial leases and letters of intent have provisions which afford specific rights or obligations to one party or the other, such as a tenant's restoration requirements, rights to expand, contract, or terminate. Often, the individuals drafting the lease neglect to include specific procedures to quantify, or otherwise address, items that may be unknown at the time of the drafting or the time of lease execution. Identify the points in commercial leases that often are inadequately addressed and can result in disagreements between landlords and tenants, and hear potential solutions to each issue, including examples of verbiage and/or mathematical computations. Candace S. Baggett, The Calibre Group, Inc. - Houston, TX P. Kane Dossett, Partners National Real Estate Group - Dallas, TX
9:00 am 0.50 hr	**Key Terms in Retail Leases** From exclusives and co-tenancy provisions, to radius restrictions and percentage rent, retail leases are replete with unique concepts not found with other property types. Explore the varying perspectives of landlords and tenants (and their attorneys) in navigating the minefield of retail leasing. Leann Wolf Karim, Wilson, Cribbs & Goren - Houston, TX Anthony L. Marré, Wilson, Cribbs & Goren, P.C. - Houston, TX
9:30 am 0.50 hr	**Key Terms in Ground Leases** Ground leases often anticipate that the tenant will carry out further development of the tract and they often contain restrictions as to the nature of the development and integration into adjacent developments. Examine issues that arise in connection with the negotiation of a ground lease from the perspectives of landlords, tenants and their respective attorneys. Lewis S. Kasner, Jackson Walker L.L.P. - Houston, TX
10:00 am 0.50 hr	**Utilizing Letters of Credit as Security for Lease Transactions** In uncertain economic times, the use of letters of credit to secure tenant performance is increasingly common. Explore frequently negotiated provisions related to the use of letters of credit from both the landlord's and tenant's perspective. Andrew S. Cohen, Hornberger Fuller & Garza - San Antonio, TX

10:30 am	**Break**
10:45 am 0.75 hr	**Landlord's Remedies for Tenant Defaults** Review monetary and possessory remedies for tenant defaults and the interplay between common law, statutory, and contractual remedies. Hear updates on Texas and national developments in mitigation jurisprudence, and obtain annotated forms for default and remedies provisions for commercial leases. Thomas M. Whelan, McGuire, Craddock & Strother, P.C. - Dallas, TX
11:30 am 0.75 hr	**Addressing Lease Defaults in Bankruptcy** Survey the common issues affecting leases in bankruptcy proceedings. Karl Daniel Burrer, Greenberg Traurig, LLP - Houston, TX Hon. Marvin Isgur, U.S. Bankruptcy Court, Southern District of Texas - Houston, TX
12:15 pm	**Pick Up Lunch**

Friday Afternoon, Nov. 10, 2017

Presiding Officer:
Philip D. Weller, DLA Piper LLP US - Dallas, TX

LUNCHEON PRESENTATION

	Remarks on the Bernard O. Dow Legacy Bernard Dow, described as “the dean of Houston real estate lawyers and a wonderful person,” has been the inspiration behind the Leasing Institute that bears his name since its inception in 2005. The Institute would not exist without Mr. Dow, and it is proud to be part of his considerable legacy. Melvin Dow
12:35 pm 0.50 hr	**Land Use Update** Review recent cases on zoning, takings, vested rights, land use agreements, etc. James L. Dougherty Jr., Attorney at Law - Houston, TX
1:05 pm	**Break**
1:20 pm 0.75 hr	**Insurance Provisions and Casualty Loss** In plain English, explore the insurance policies and endorsements recommended for commercial leases and learn how to mesh the indemnity and casualty sections of a commercial lease with the recommended policies and endorsements. Aaron Johnston Jr., The Johnston Law Firm, PLLC - Dallas, TX
2:05 pm 0.50 hr	**Operating Expenses Provisions** Examine market inclusions and exclusions for Operating Expenses for all asset classes, as well as related landlord billing and audit mechanics. J. Pieratt, DLA Piper LLP US - Austin, TX

2:35 pm 0.50 hr	**Short, But Still Not Sweet: The Landlord Subordination Agreement, 10 Years Later** Lenders' forms of Landlord Subordination Agreements are often short, which leads many landlords to conclude that they are innocuous. In fact, they are full of traps for unwary landlords. Discuss those traps and explore an alternative form to avoid them. Harriet Anne Tabb, McGuire, Craddock & Strother P.C. - Dallas, TX
3:05 pm	**Break**
3:15 pm 0.75 hr	**Subleases: Negotiation Tips** Subleases present unique issues that are absent in direct leases due to (i) the incorporation of the primary lease; (ii) the lack of privity of contract; and (iii) the sublandord's inability to perform certain obligations. Get tips to effectively negotiate sublease provisions so the parties can resolve their respective concerns. Katy D. Carmical, Winstead PC - Houston, TX Marni Dee Zarin, Winstead PC - Houston, TX
4:00 pm 0.75 hr	**Finish-Out and Work Letters** Review issues that arise in the negotiation and drafting of work letters for leases from the landlord and tenant perspectives. Abby Johanson, Haynes and Boone, LLP - San Antonio, TX Frank Z. Ruttenberg, Haynes and Boone, LLP - San Antonio, TX
4:45 pm	**Adjourn**