

Thursday, November 4, 2021  
2:15 PM – 3:30 PM

Seminar 14

**Seeing Through the Fog: Drafting Leases That Clients,  
Lawyers, And Judges Will All Understand Clearly**

**Howard K. Jeruchimowitz**  
Shareholder  
Greenberg Traurig, LLP  
77 West Wacker, Suite 3100  
Chicago, Illinois 60601  
[Jeruchimowitzh@gtlaw.com](mailto:Jeruchimowitzh@gtlaw.com)

**Amy Williams**  
Founding Member  
Williams Legal Advisory Group LLC  
169 Ramapo Valley Road, Suite 106  
Oakland, NJ 07436  
[awilliams@williamsadvisors.com](mailto:awilliams@williamsadvisors.com)

**I. Introductions**

**II. Lease Interpretation In Court**

1. Judge's Experience with Shopping Center Leases
2. Four Corners
3. Ambiguity - What Comes in
4. Evidence Comes in to Prove Ambiguity

**III. Implied Covenants**

1. Implied covenant of good faith and fair dealing
2. Implied covenant of failure to operate
3. Implied covenant of quiet enjoyment
4. Implied covenant to maintain commercial property
5. Implied rights/restrictions

**IV. Heavily Litigated Clauses**

1. Cotenancy
2. Use and Exclusives
3. Liquidated Damages, Rent Acceleration, Penalties
4. Self Help Remedies

**V. COVID Clauses**

1. Payment of Rent
2. Use Provision
3. Force Majeure
4. Casualty, Condemnation
5. Case Update

**VI. Hidden/Boiler Plate Clauses**

1. Procedural Boilerplate Clauses
2. Substantive Boilerplate Clauses
3. New Post-Covid Boilerplate Clauses

**VII. Concluding Remarks**