

**Agenda for Meeting of the Opinion Standards Committee
of the Business Law Section of the Florida Bar
Saturday, August 31, 2019
8:30 a.m. to 9:30 a.m.
*Ritz Carlton
Naples, Florida
Pelican Bay Room***

- I. Welcome** Robert W. Barron, Co-Chair
 Gary Teblum, Co-Chair

- II. Pro Bono Reminder**

- III. Business Law Section Update & Welcome from Section Chair**

- IV. First Supplement to December 3, 2011 Third Party Legal Opinion Customary Practice in Florida Report.** Update on the First Supplement.

- V. Topics for Further Supplements**

- VI. Miscellaneous Opinion Issues for Discussion**
 - A. Rights to Rely in Syndicated Loan Transaction Opinions – Alternative Forms of the Qualifier

 - B. Opinions as to Enforceability of Forum Selection Clauses (including Arbitration Clauses)

 - C. CFIUS Exclusion – when to include - suggested form of the exclusion

 - D. Opinions on Enforceability of Provisions that Seek to Shorten or Extend Statutes of Limitations – impact of Section 95.03, Florida Statutes

- VII. Update Regarding Working Group on Legal Opinions Foundation**

- IX. Good and Welfare**

RELIANCE QUALIFIER

Florida Opinions Report Language:

At your request, we hereby consent to reliance hereon by any future assignee of your interest in the loans under the [Transaction Documents] pursuant to an assignment that is made and consented to in accordance with the express provisions of Section [] of the [Transaction Documents], on the condition and understanding that: (i) this opinion letter speaks only as of the date hereof, (ii) we have no responsibility or obligation to update or supplement this opinion letter, to consider its applicability or correctness to any person other than its addressee(s), or to take into account changes in law, facts or any other developments of which we may later become aware, and (iii) any such reliance by a future assignee must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the assignee at such time.

Alternative Version of the “Wachovia” Language:

At your request, we hereby consent to reliance on this opinion letter by any successor administrative agent and any successor collateral agent under Credit Documents and any future assignee of any Lender’s interest in the loans under the Credit Documents pursuant to an assignment that is made and consented to in accordance with the express provisions of the Credit Documents (collectively with the Administrative Agent, the Collateral Agent and the Lenders as of the date hereof, the “Permitted Reliance Parties” and each, individually, a “Permitted Reliance Party”) subject to the conditions set forth in this paragraph. This opinion letter speaks only as of the date hereof, and we have no responsibility or obligation to update this letter, to consider its applicability or correctness to any person other than the Administrative Agent, the Collateral Agent and the Lenders as of the date hereof, or to take into account changes in law, facts or any other developments of which we may later become aware that might change the opinions expressed herein. Any reliance by a Permitted Reliance Party must be actual and reasonable under the circumstances existing at the time such Permitted Reliance Party is first entitled to rely on this opinion letter, including any changes in law, facts or any other developments known to or reasonably knowable by such Permitted Reliance Party at such time.

OPTION FOR CFIUS EXCLUSION LANGUAGE

We express no opinion as to federal or state laws, regulations or policies concerning ... national security (e.g., the USA PATRIOT Act, Exon-Florio, CFIUS).

SELECTED FLORIDA STATUTES

95.03 Contracts shortening time.—Any provision in a contract fixing the period of time within which an action arising out of the contract may be begun at a time less than that provided by the applicable statute of limitations is void.