5331-1 (18476) – Anatomy of Corporate Transaction Agreements
Spring 2027 Syllabus

Professor: Richard A. Ginsburg (Adjunct)

Contact Details: prof.ginsburg@gmail.com (917) 428-4195

Credits: 3

Course Area: Business and Commercial Law

Class Time: Friday – 9:00 am – 12:00 pm

Room: Face-to-Face – Room [TBD]

Course Outline: This course prepares first-year lawyers for general corporate practice, whether in-house or at a law firm, through a simulated M&A financing transaction. Students will complete the credit and related financing documents while learning to analyze and draft provisions that advance the business objectives of both buyers and sellers, as well as borrowers and lenders. The course is especially relevant to students pursuing corporate or commercial law, including M&A or banking law, because it teaches contract fundamentals applicable throughout a transactional practice.

Learning Outcomes: By working through a semester-long simulated secured financing transaction, students will develop practical skills that will be especially valuable to first-year lawyers. The simulation integrates doctrine, theory, drafting, negotiation, and legal ethics. Students will analyze each stage of a hypothetical acquisition financing, evaluate the parties' often-divergent goals, and structure and negotiate key aspects of the transaction. The course begins with bank financing commitments for a typical private equity-backed acquisition, continues through negotiation of the credit agreement and related documents, and concludes with the closing and required security interest filings. Drawing on his experience leading global finance transactions, the Professor will explain common provisions in M&A and loan documents and how they operate in practice. Students will examine how secured transactions, bankruptcy, and corporate law shape a typical secured financing, including frequently contested economic and legal terms and common ethical issues. They will also learn how lawyers add value by identifying, analyzing, and resolving business issues.

Instruction Mode – Face-to-Face: Classes will meet Face-to-Face each Friday morning.

Pre-requisites: None; although previous or concurrent enrollment in Secured Financing and Business Organizations is recommended

Helpful but not Required: Bankruptcy; Mergers & Acquisitions

Satisfies ABA Experiential Course Requirement: Yes

Course Materials:

- **Textbook:** Drafting for Corporate Finance by Carolyn E.C. Paris (#60412 – Practising Law Institute, New York City) (ISBN-978-1-4024-2313-0)
- **Other:** Other documents and materials will be distributed on Canvas.

Assignments: Assignments include textbook readings and distributed materials. To develop essential drafting skills, students will complete (a) 12 Drafting Assignments and (b) 10 Weekly Quizzes, as listed in the Topic Order below (see the footnotes for due dates). Drafting Assignments are due by 11:59 p.m. on the Saturday shown in the calendar *(except Assignments 1, 2, and 3, which are due by 8:59 a.m. on Friday, February 19th)*. Weekly Quizzes are due by 8:59 a.m. before the corresponding Friday

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class. Students must email completed Drafting Assignments and Weekly Quizzes to the Professor's Gmail address by the applicable deadlines.

LATE ASSIGNMENTS WILL NOT BE ACCEPTED – YOU WILL NOT EARN POINTS FOR ANY ASSIGNMENTS TURNED IN AFTER 11:59 PM OR 8:59AM (AS APPLICABLE) ON THE DESIGNATED DUE DATE.

Topic Order and Reading Assignments:

<table>
<tr><th>Reading Assignments</th><th>Topics</th><th>Class Meeting(s)</th></tr>
<tr><td>Text –
Chapters 1 – 4
and Chapter 7</td><td>I. Introduction to Drafting for Corporate Transactions:
a. Contract Fundamentals – A Refresher of 1st Year Contracts
b. Understanding M&A and Corporate Finance in General
c. Typical Capital Structures
d. The Steps of an Acquisition
e. An Overview of the Basics of Debt Documents
f. Coordinating Acquisition and Debt Agreements</td><td>Week 1</td></tr>
<tr><td colspan="3">Week 1 Handouts: [1] Handouts 1 & 2– Hypothetical Transaction Description and Corporate Structure
Handouts 3 & 4 – Big-4 Bank Chart and Chase Merger Graphic
Handout 5 – Rating Agency Chart
Handout 6 & 7 –Engagement Letters for Legal Counsel and Accountants
Handout 8 & 9 –Confidentiality Agreements

Week 1 Case Materials: [2] Case 1 – Charles R. Tips Family Trust v. PB Commercial LLC
Case 2 – Balboa Capital Corp. v. Okoji Home Visits MHT, LLC
Case 3 -- Prudential Ins. v. Dewey
Case 4 – NCCMI v. Berskin Properties, LLC</td></tr>
<tr><td>Learning Outcomes:</td><td colspan="2">After completing this section, students will be able to explain why investors use debt to finance part of the cost of a private equity acquisition and how they typically structure the acquired company within a corporate organization. Students will also examine the rationale for these structures and analyze the documents needed to complete and finance corporate M&A transactions.</td></tr>
<tr><td>Text –
Chapters 6 & 8</td><td>II. The Transaction Structure:
a. Types of Credit Agreements
b. The Loan Syndication Process
c. Commitment Letters
d. Term Sheets
e. Fee Letters
f. Guidance for Completing Drafting Assignments</td><td>Week 2</td></tr>
<tr><td>Learning Outcomes:</td><td colspan="2">This week, students will examine the typical structure of a leveraged acquisition and the initial documents used to finance it, including the bank commitment letter, term sheet, and fee letter—often the first agreements a transactional lawyer negotiates. After reviewing these documents, students will be able to identify the major types of credit agreements, compare their key features, and explain how debt documents coordinate with the acquisition agreement.</td></tr>
</table>

[1] Handouts 1 through 9 must be reviewed prior to the first class. **The hypothetical corporate structure and transaction description in Handouts 1 and 2 will be used throughout the semester and should be studied in depth.**

[2] Cases 1, 2, 3, & 4 must be reviewed prior to the first class.

Reading Assignments	***Topics***	***Class Meeting(s)***
Text – Chapter 5	III. <u>Understanding Bankruptcy Fundamentals</u>	Week 3
<u>Week 3 Assignments and Handouts</u>: None		
Learning <u>Outcomes</u>:	The bankruptcy analysis and discussion addresses a situation lawyers often encounter after a transaction closes: a client faces financial distress and must consider bankruptcy. After this class, students will better understand how to advise clients in such circumstances.	
Text – Chapters 4, 9, and 10	V. <u>Credit Agreements in Depth</u>: a. Parties, Recitals and Definitions b. Borrowing Mechanics c. Payments and Prepayments d. Letters of Credit e. Use of Proceeds and Tax	Week 4
Learning <u>Outcomes</u>:	Week 4 introduces the hypothetical credit agreement we will work on this semester. By the end of Week 4, and in Weeks 6–9, students will have reviewed an entire credit agreement and gained an understanding of the fundamental provisions common to most commercial contracts.	
	V. <u>Real Time Simulation:</u> The Professor will show and explain how he would have completed the first 3 Assignments during this class period.	Week 5
Learning <u>Outcomes</u>:	By demonstrating how he would have completed the first three Drafting Assignments, the Professor will show students how they should have approached the exercises as counsel to the Borrower, evaluating provisions from the Borrower's perspective, and how to locate and determine the correct responses for all of the remaining Drafting Assignments.	
<u>Week 5 Assignments</u>: [3]	Assignment 1 – Commitment Letter Assignment 2 – Fee Letter Assignment 3 – Term Sheet	
Text – Chapters 4, 9, and 10 through 14	V. <u>Credit Agreements in Depth</u>: a. Parties, Recitals and Definitions b. Borrowing Mechanics c. Payments and Prepayments d. Letters of Credit e. Use of Proceeds and Tax f. Replacement of Lenders and Incremental Facilities g. Representations and Warranties h. Conditions Precedent to Closing i. Affirmative, Reporting, Negative, and Financial Covenants j. Events of Default k. Agency Provisions, Amendments, Assignments and Boilerplate	Weeks 6 – 9

[3] Due 2/19 Assignments 1, 2 & 3 will be completed by Prof. Ginsburg in class on February 19th. *<u>You must have completed and turned in your completed Assignments 1, 2, & 3 before 8:59am on February 19th to receive credit</u>*.

Reading Assignments	***Topics***	***Class Meeting(s)***
Week 6 Assignments Due: [4]	Assignment 4 – Borrowing Mechanics Assignment 5 – Commitments; Payment and Prepayment Provisions; Taxes	
Week 7 Assignments Due: [5]	Assignment 6 – Representations and Warranties Assignment 7 – Conditions Precedent	
Week 8 Assignment Due: [6]	Assignment 8 – Reporting and Affirmative Covenants	
Week 9 Assignments Due: [7]	Assignment 9 – Negative and Financial Covenants Assignment 10 – Events of Default	
Learning Outcomes:	Classes on Weeks 6–9 focus on understanding a credit agreement. Students will examine each section in depth, work through a complete agreement, and learn the core provisions common to most commercial contracts. By the end of this section of the course, they will understand the drafting challenges posed by lengthy, complex agreements and be able to explain how clarity and internal consistency help prevent misunderstandings between the parties.	
Text – Chapters 8 & 13	VII. What You Need to Know About Ancillary Documents: a. Security and Pledge Agreements b. Guaranty Agreements c. Real Estate Security Documents and Landlord Lien Waivers d. Intercreditor and Subordination Agreements e. Deposit Account Control Agreements	Weeks 10 – 11
Week 10 Handout: [8]	Handout 10 – Security and Pledge Agreement Handout 11 – Guaranty Agreement	
Week 10 Assignment Due: [9]	Assignment 11 – Agency Provisions, Amendments and Boilerplate	
Week 11 Handout: [10]	Handout 12 -- Intercreditor Agreement	
Week 11 Assignment Due: [11]	Assignment 12 – Deposit Account Control Agreement	
Learning Outcomes:	Students will examine why acquisition financing requires numerous ancillary agreements. By the end of this section, they will understand the unique requirements of secured debt transactions and the steps needed to ensure that lenders receive the necessary credit-support documents and properly perfect their intended security interests.	

[4] Due 3/6 (Note that the "Week" reference above is to the class during which the subject matter was discussed; follow the listed "Due Date" for the exact due date for the relevant assignment(s).)

[5] Due 3/13

[6] Due 3/27

[7] Due 4/3

[8] Handouts 10 and 11 must be reviewed prior to class on Week 10, but do not require any markup.

[9] Due 4/10

[10] Handout 12 must be reviewed prior to class on Week 11, but do not require any markup.

[11] Due 4/17

Reading Assignments	***Topics***	***Class Meeting(s)***
Chapters 9 and 15 and the Case Materials below	VIII. <u>Closing the Transaction and Thereafter</u> a. UCC Financing Statements b. The Mechanics of Closing the Transaction: 1. Finalizing Documents, Schedules, and Exhibits 2. Closing Checklist, Funds Flow, Notices of Borrowing Resolutions and Officer's Certificates 3. Payoff Letters and Security Releases c. Legal Opinions and What They Mean d. Post-Closing Amendments and Waivers e. A Quick Return to Contract Fundamentals	Weeks 12 – 13
<u>Week 12 Case Materials</u>: [12]	Case 5 – General Motors UCC Certified Question Case 6 – General Motors UCC Opinion Case 7 – General Motors Bankruptcy Court Opinion	
<u>Week 12 Handouts</u>: [13]	Handout 13 – Corporate Resolutions Handout 14 – Officer's Certificate Handout 15 – Payoff Letter	
<u>Week 13 Handouts</u>: [14]	Handout 16 – Legal Opinion Handout 17 – Loan Agreement Amendment Handout 18 – Forbearance Agreement	
<u>Learning Outcomes</u>:	Students will first develop a basic understanding of the Uniform Commercial Code and examine significant recent problems arising under it. They will then review closing documents from actual transactions, including the behind-the-scenes materials that junior finance lawyers often manage. Finally, students will participate virtually in closing the course's simulated financing transaction and analyze the documents, beyond the credit agreements, required to complete it.	

<u>Office Hours</u>:

Professor Ginsburg will generally be available to remain on campus after class every Friday by appointment. He will also be available by email,[15] and typically will always respond to any questions or issues promptly, so you should not hesitate to contact Professor Ginsburg by email with any course or assignment questions during the week. In addition, Professor Ginsburg will make himself available on Zoom by appointment at mutually convenient times for any course or assignment questions.

<u>Class Time</u>:

Class time will primarily consist of Professor Ginsburg's lectures and student discussions about the assigned topics and related document forms. Many sessions will also feature current "News of the Corporate World" to illustrate how course concepts apply in practice. When Drafting Assignments were due the previous weekend, the Professor will review common errors during class. Students are

[12] Cases 5, 6, and 7 must be reviewed prior to class on Week 12.

[13] Handouts 13, 14, and 15 must be reviewed prior to class on Week 12, but none of these materials require any markup.

[14] Handouts 16, 17, and 18 must be reviewed prior to class on Week 13, but none of these materials require any markup.

[15] Please contact the Professor using prof.ginsburg@gmail.com and ***<u>NOT</u>*** his University of Houston email address.

expected to participate actively, ask questions, and contribute to discussions throughout the semester.

Assessment:
Your final grade reflects a semester-long evaluation of attendance, class participation, and drafting assignments. The pass/fail option is *NOT* available for this course.

There is a possibility to earn up to 1,700 points as follows:

- Attendance 200 points
- Participation additional points at the Professor's discretion
- Drafting Assignments 1200 points (up to 100 points per assignment)
- Weekly Quiz Points 300 points (up to 30 points per quiz)

Beginning in the second week, the Weekly Quiz will be posted on Canvas with no more than six questions covering the previous week's material and, if applicable, the reading assigned for the upcoming week. Each Weekly Quiz must be submitted before Friday's class; quizzes received after 8:59 a.m. on Friday will not be accepted.

As noted above, the Professor may add points to your calculated final grade based on a reasonable assessment of your effort and class participation. The final grade distribution remains subject to any grading protocols required by the Law Center.

Attendance Management:
Students are expected to attend every class and arrive on time. If you arrive late, please enter with minimal disruption out of respect for your classmates and the learning environment. Under the Law Center's attendance policy, insufficient attendance may result in removal from the course.

Attendance will be recorded on a roll sheet placed at the classroom entrance. Each student must personally sign next to their name and record the time for that class session. You are responsible for signing the sheet each day; students who do not sign it will be marked absent.

If you will miss class, arrive late, or leave early, please notify me by email in advance. Use absences sparingly early in the semester, as they reduce your flexibility if illness or other circumstances arise later. Excessive absences may have consequences.

I update my attendance records from the roll sheet immediately after each class, and those records determine whether a student attended. If you realize on Monday that you did not sign Friday's roll sheet, email me to request a correction. Correction requests will be considered only for the immediately preceding class.

Final Exam: None.

Religious Holy Day Statement:
Section 51.911(b) of the Texas Education Code provides excused absences for religious holy days. A student who intends to observe a religious holy day should make that intention known in writing to the Professor prior to the absence. A student who is absent from classes for the observation of a religious holy day shall be allowed to take an examination or complete an assignment scheduled for

that day within a reasonable time after the absence. A student who is excused from the class under this policy may not be penalized for the absence; however, the Professor may respond appropriately if the student fails to complete the assignment satisfactorily.

Counseling and Psychological Services (CAPS):
CAPS can help students who are having difficulties managing stress, adjusting to the demands of a professional program, or feeling sad and hopeless. You can reach CAPS (www.uh.edu/caps) by calling 713-743-5454 during and after business hours for routine appointments or if you or someone you know is in crisis. No appointment is necessary for the "Let's Talk" program, a drop-in consultation service at convenient locations and hours around campus.
See: http://www.uh.edu/caps/outreach/lets_talk.html.

Recording of Class:
All classes may only be recorded by the Professor. Students may not otherwise record all or part of class, livestream all or part of class, or make/distribute screen captures, ***without advanced written consent of the Professor***. If you have or think you may have a disability such that you need to record class-related activities, please contact the Justin Dart, Jr Students Accessibility Center (formerly the Justin Dart Jr. Center for Students with DisABILITIES). If you have an accommodation to record class-related activities, those recordings may not be shared with any other student, whether in this course or not, or with any other person or on any other platform. Students may use the Professor's recordings ***only*** for their own studying and notetaking. The Professor's recordings are not authorized to be shared with anyone without the prior written approval of the Professor. Failure to comply with requirements regarding recordings will result in a disciplinary referral to the Dean of Students Office and may result in disciplinary action.

Use of Computers and Electronics:
Out of respect for other students and the class environment, during class sessions computers are to be used only for note taking purposes. This prohibits computer use for Internet surfing, chat rooms, e-mail, or other uses not related to note taking for class. I reserve the right to treat violations of this policy as either a lack of preparation, a constructive lack of attendance, or, in appropriate circumstances, as a disruption of the class. In addition, during class please disable the speaker on your computer and refrain from displaying wallpaper, screen savers, or other material on your laptop computer screen that can reasonably be expected to offend or distract your classmates. Also, please ensure that all other noise making electronics, such as watches, cell phones, pagers, etc., are in a silent mode or powered off.

Resources for Online Learning:
The University of Houston is committed to student success and provides information to optimize the online learning experience through our Power-On website. Please visit this website for a comprehensive set of resources, tools, and tips, including: obtaining access to the internet, AccessUH, and Blackboard; requesting a laptop through the Laptop Loaner Program; using your smartphone as a webcam; and downloading Microsoft Office 365 at no cost. For questions or assistance contact UHOnline@uh.edu.

Reasonable Academic Adjustments/Auxiliary Aids:
The University of Houston complies with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, pertaining to the provision of reasonable academic adjustments/auxiliary aids for disabled students. In accordance with Section 504 and ADA guidelines, UH strives to provide reasonable academic adjustments/auxiliary aids to students who request and require them. If you believe that you have a disability requiring an academic adjustments/auxiliary aid, please contact the Justin Dart Jr. Student Accessibility Center (formerly the Justin Dart, Jr. Center for Students with DisABILITIES).

UH Email:
Please check and use your CougarNet email for communications related to this course. To access this email, login to your Microsoft 365 account with your CougarNet credentials. You may also use a Gmail account, provided you provide the Professor with your correct Gmail account details.

Honor Code:
The UHLC Honor Code applies to all aspects of this course. You are responsible for knowing all Honor Code provisions and for complying with the Honor Code. Please inquire if you have any questions regarding how the Honor Code's provisions apply to specific activities or situations related to this course. Your continuing enrollment in this course is deemed to be a pledge by you under the Honor Code to comply with the Honor Code in relation to this course and to comply with the instructions in the course syllabus.

Title IX/Sexual Misconduct
Per the UHS Sexual Misconduct Policy, your instructor is a "responsible employee" for reporting purposes under Title IX regulations and state law and must report incidents of sexual misconduct (sexual harassment, non-consensual sexual contact, sexual assault, sexual exploitation, sexual intimidation, intimate partner violence, or stalking) about which they become aware to the Title IX office. Please know there are places on campus where you can make a report in confidence. You can find more information about resources on the Title IX website at https://uh.edu/equal-opportunity/title-ix-sexual-misconduct/resources/.

AI Generated Text:
The software technology known as artificial intelligence has recently expanded its capability to generate text (AI Generated Text). Examples of the technology include what are known as "generative" large language models (LLMs). These systems can generate text in response to prompts and/or input of other text/documents/code/images. The output, the AI Generated Text, appears to have human-mimicking "intelligence" and is thus potentially usable as a substitute for written work product one might generate themselves. AI Generated Text can include computer code or programs as well as human language content.

Your continuing enrollment in this course is deemed to be a pledge by you under the Honor Code to not prompt, generate, obtain, read, or use any AI Generated Text in relation to any activity or assessment in this course. This applies to AI Generated Text from yourself or others. This pledge includes that your assessment work product in the course is without any contribution from AI Generated Text. This specifically extends to the plagiarism policy and unauthorized aid/materials parts of the Honor Code. AI Generated Text will be treated as from another/other in applying the

plagiarism policy to this course. The term “assessment” means any work product generated for this course that is submitted to the instructor or presented in a class session, regardless whether it is graded content or not. Assessments include mid-terms and final exams. AI Generated Text may not be used in the development or drafting of any assessments created by you in a non-proctored environment, such as a “take-home” final examinations or drafting assignments. The parts of the Honor Code that refer to unauthorized materials or aid are specifically prohibited from any use of AI Generated Text in this course.