

Susan Bottcher, Sept 25, 2012

120503

10/4/12 J. Beatty

"... there never was a backout clause in the contract. The idea of one was discussed by the commission (2008, I think) and that's as far as it went."

Susan Bottcher, October 3, 2012

"...Your interest in rehashing who said what, when, why and to whom is largely an academic exercise..."

### There never was a back-out clause in the contract?

The following paragraph is excerpted from page 36 of the September 26, 2008 Nacogdoches' Draft of the Power Purchase agreement (PPA).

29 PURCHASER'S OPTION TO TERMINATE AGREEMENT

29.1 Termination for Convenience. From the Effective Date until the Construction Commencement Date, Purchaser shall have the option to terminate this Agreement without cause by payment of the Termination Fee following ninety (90) days written notice to Seller. Following payment of the Termination Fee, Purchaser shall have no liability to Seller for expenses, consequential damages or lost profits related to this Agreement; however, Purchaser's indemnity in favor of Seller shall survive such termination for a period no less than the statute of limitations for any claim or injury subject to possible indemnification. The date on which Purchaser pays the Termination Fee shall be the Termination Date.

View the complete draft PPA and other versions of the contract are posted at:

<http://fixgainesvillenow.freeforums.org/gainesville-renewable-energy-ctr-power-purchase-agreement-t3.html>