From:	Bielarski, Edward J
To:	Brown, Thomas R
Subject:	Fwd: Withholding issue
Date:	Friday, March 17, 2017 10:12:03 PM
Attachments:	att00001.htm mou - gru purchase of biomass facility_(8813050)_(4).docx

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Here's Lisa Cottle's revision based on my conversation with her

Sent from my iPad

Begin forwarded message:

> **From:** "Cottle, Lisa A." <LCottle@winston.com>
> **Date:** March 17, 2017 at 8:57:23 PM EDT
> **To:** "Bielarski, Edward J" <BielarskiEJ@gru.com>
> **Subject: RE: Withholding issue**
>
> Ed, attached is draft language for your consideration. Feel free to call me at 415-283-5538 over the weekend. Or email me if you want me to call you.
>
> Lisa
>
> -----Original Message-----
> From: Bielarski, Edward J [mailto:BielarskiEJ@gru.com]
> Sent: Friday, March 17, 2017 7:54 AM
> To: Cottle, Lisa A. <LCottle@winston.com>
> Subject: RE: Withholding issue
>
> Lisa,
>
> I'd appreciate a draft of some language concerning this before Monday if you would. I don't want to wait until Monday to think about this stuff. I'll consult with Nicole, but I need to think about options and language. I've attached the latest MOU I sent to Jim.
>
> Edward Bielarski Jr
> General Manager
> Gainesville Regional Utilities
>
> -----Original Message-----
> From: Shalley, Nicolle M.
> Sent: Friday, March 17, 2017 9:20 AM
> To: Bielarski, Edward J
> Cc: Lisa A. Cottle
> Subject: Re: Withholding issue
>
> Hi Ed - I'm taking today and this weekend off, as my son is in town for Spring Break, but I'm still giving this some thought and will work on

language on Monday.

Nicolle M. Shalley
City Attorney
City of Gainesville
352-393-8747 (office phone)

On Mar 17, 2017, at 12:54 AM, Bielarski, Edward J <BielarskiEJ@gru.com> wrote:

Nicole/Lisa,

I think the solution to the provision whereby GREC will allow GRU to retain the $ 7.1 mm as of the closing, not not allow withholding during the interim and GRU's position that we are allowed to withhold and retain the balance withheld as of closing along with the $ 10 mm payment for misreporting of Available Energy is this:

Allow GRU is continue to withhold based on i) no retroactive application of claims within the Dispute, ii) the concept of claims within the Dispute in which funds have already been withheld and iii) math type errors in billings.

Cap the level to which GREC will allow the withholdings as of the time of closing to be retained at $ 10 million (or whatever appropriate amount) Obviously, GRU will be allowed to make claims to whatever level under the PPA during that time, but the recovery as of the time of a Closing would be limited to $ 10 million (or whatever appropriate amount). This means that GREC would not have to make a payout or have a credit on the purchase price at closing. It also means that GRU would not be forfeiting its rights under the PPA. It also means that the settlement would be capped.

Thoughts?

Sent from my iPad

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