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of that ever since. I don't think we should go down the same road quite as... maybe blindly isn't the best word, but it's the one that comes to mind because we don't understand, because we haven't had the time to fully understand the ramifications and implications of a contract that could be signed with allowing not even Nebraska law to be taken into account, but Wisconsin law would be the law that would govern, and we're granting that authority by allowing this indemnification and the potential for this contract to have that clause and to be signed by a public power entity with a for-profit entity outside the state of Nebraska. Thank you.

SPEAKER BROMM: Time. Thank you, Senator Preister. Your light is next.

SENATOR PREISTER: Thank you, Mr. President. Members of the body, I don't know that those of you who aren't already interested are going to become more interested, but I would like to point out another section to point out my concerns, and the amendment that I have doesn't necessarily even deal directly with that. But on page 15, Article VI, under warranties, remedies, limitations on liability and indemnification, it says that contracting owner, in other words the ratepayers, expressly agrees and acknowledges that NMC, its members and any officers, directors and employees of NMC or its members shall not be liable to contracting owner, again, the ratepayers, for any expenses, losses, liabilities or damages of any kind whatsoever arising out of the performance of this agreement. And it goes on with what's included in that: direct, indirect, punitive, special or consequential damages, economic losses, lost profits, cost of replacement power, cost of capital, or as a result of fines or penalties imposed by the Nuclear Regulatory Commission or other governmental authority, even if NMC has been notified of the possibility of such damages or losses, and regardless of whether such damages, losses or costs are based upon NMC's negligence, breach of warranty, tort, strict liability, or any other legal theory. Again, extremely broad, and if I were NMC's attorneys I would certainly want all of this in there. If I were an attorney in the Attorney General's Office for the state of Nebraska, I would not want that in a contract. I would think that Nebraska Public Power District would also not want it in