

## Publisher's Note

2018 — Release 1

Previous release was 2017-1

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Barry D. Lipson

# The Art of Drafting the Commercial Contract

The author continues to review and comment on reported contract cases which arose either through error, oversight or imprecise drafting and in each case, he offers remedial wording or advice.

This release features updates to the following:

- Section 1.9.1 — Sources of Ambiguity
- Section 1.9.2 — Vagueness
- Section 1.11 — Formulas
- Section 1.12 — Use of “Notwithstanding”
- Section 2.5.1 — Qualifying Words
- Section 3.9.1 — Unforeseen Events
- Section 3.10 — Breakup Fees
- Section 5.1.9 — Drafting an Earn-Out Agreement
- Section 5.1.10 — Draft Project Plan
- Section 5.1.11 — Pro Forma Agenda and Timetable
- Section 5.4.3 — Non-Negotiable Subordinated Note

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- Section 6.3.6 — Reciprocal Easement and Operating Agreement
- Section 7.9 — Mortgage Participation Agreement
- Section 7.10 — Facilitation Agreement
- Section 7.11 — Cost Sharing Agreement
- Section 7.12 — Assumption Agreement