

EXHIBIT M3

EXECUTION VERSION

This CONSENT AND AGREEMENT (this "Agreement") dated as of June 30, 2011, is entered into among THE CITY OF GAINESVILLE, FLORIDA d/b/a GAINESVILLE REGIONAL UTILITIES, a municipal corporation duly organized and validly existing under the laws of the State of Florida ("Purchaser"), GAINESVILLE RENEWABLE ENERGY CENTER, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware ("Seller") and UNION BANK, N.A., as collateral agent for the Lenders (as defined below) and the other Secured Parties referred to in the Credit Agreement defined below (the "Secured Parties") (in such capacity, together with its successors in such capacity, the "Collateral Agent").

WHEREAS, Seller seeks to construct, own and operate a biomass-fired power production facility anticipated to produce approximately 101.52 MWs to be located in Alachua County, Florida (the "Project");

WHEREAS, Purchaser and Seller have entered into that certain Power Purchase Agreement for the Supply of Dependable Capacity, Energy and Environmental Attributes from a Biomass-Fired Power Production Facility, dated as of April 29, 2009, as supplemented by the Equitable Adjustment for Change of Law dated as of March 16, 2011 (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, the "Assigned Agreement");

WHEREAS, Seller, the Collateral Agent, the lenders from time to time party thereto (the "Lenders") and certain other Secured Parties are parties to that certain Credit Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which certain funds will be extended to Seller for the development, ownership, construction and operation of the Project and certain related expenses (the "Loans");

WHEREAS, as collateral security for Seller's obligations under the Credit Agreement, Seller has agreed to assign all of its right, title and interest in, to and under the Assigned Agreement to the Collateral Agent for the benefit of the Secured Parties;

NOW, THEREFORE, Purchaser, Seller and the Collateral Agent agree as follows:

1. **Definitions**. Unless otherwise specified, any capitalized term used but not defined herein shall have the meaning specified for such term as set forth in the Assigned Agreement. In addition, the following capitalized terms shall have the following meanings:

"Agreement" has the meaning set forth in the preamble.

"Assigned Agreement" has the meaning set forth in the recitals.

“Authorization” means any consent, waiver, registration, filing, agreement, notarization, certificate, license, tariff, approval, permit, authorization, exception or exemption from, by or with any Governmental Authority, whether given by express action or deemed given by failure to act within any specified period, and all corporate, creditors’, shareholders’ and partners’ approvals or consents.

“Collateral Agent” has the meaning set forth in the preamble.

“Credit Agreement” has the meaning set forth in the recitals.

“Event of Default” means any event constituting an event of default by Seller under the Financing Documents.

“Financing Documents” means the Credit Agreement and each financing agreement ancillary thereto.

“Governmental Authority” means any United States federal, state, municipal, local, territorial, or other governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, judicial or administrative body.

“Ground Lease” means that certain lease agreement, dated as of September 28, 2009, between Seller and Purchaser.

“Lenders” has the meaning set forth in the recitals.

“Loans” has the meaning set forth in the recitals.

“Project” has the meaning set forth in the recitals.

“Purchaser” has the meaning set forth in the preamble.

“Revenue Account” means the account designated as such to be established and maintained in accordance with the Financing Documents.

“Secured Parties” has the meaning set forth in the preamble.

2. Purchaser Representations and Warranties. Purchaser hereby represents and warrants that:

(a) Purchaser is duly organized and validly existing under the laws of the State of Florida. Purchaser is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and the property it owns and intends to conduct and own and in light of the transactions contemplated by Assigned Agreement. No filing, recording, publishing or other act that has not been made or done is necessary or desirable in connection with the existence or good standing of Purchaser or the conduct of its business.

(b) Purchaser has the full power, authority and legal right to execute, deliver and perform its obligations hereunder and under the Assigned Agreement. The execution, delivery and performance by Purchaser of this Agreement and the Assigned Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action by the City Commission of the City of Gainesville, Florida and no further authorization is necessary. This Agreement and the Assigned Agreement have been duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by and binding effect on the other parties thereto) constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditor's rights generally and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) The execution, delivery and performance by Purchaser of this Agreement and the Assigned Agreement do not and will not (i) require any consent or approval of the City Commission of the City of Gainesville, Florida or of any other Person which has not been obtained and each such consent or approval that has been obtained is in full force and effect, (ii) violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination or award having applicability to Purchaser or any provision of Purchaser's charter, (iii) conflict with, result in a breach of or constitute a default under any bond resolution or loan or credit agreement or any other material agreement, lease or instrument to which Purchaser is a party or by which Purchaser or its properties and assets are bound or affected or (iv) result in, or require the creation or imposition of, any lien upon or with respect to any of the assets or properties of Purchaser now owned or hereafter acquired.

(d) No Authorization that has not already been received is required for the execution, delivery or performance of this Agreement and the Assigned Agreement by Purchaser, or, to the actual knowledge of Purchaser, for the exercise by the Collateral Agent of its rights and remedies with respect to this Agreement.

(e) Assuming the due authorization, execution and delivery by, and binding effect on, Seller and the Collateral Agent, as applicable, this Agreement and the Assigned Agreement are in full force and effect.

(f) There is no action, suit or proceeding at law or in equity by or before any Governmental Authority, arbitral tribunal or other body now pending or to the actual knowledge of Purchaser, threatened against or affecting Purchaser or any of its properties, rights or assets which (i) is likely to have a material adverse effect, individually or in the aggregate, on its ability to perform its obligations hereunder or under the Assigned Agreement or (ii) question the validity, binding effect or enforceability hereof or of the Assigned Agreement or any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

(g) Purchaser is not in default under any material covenant or obligation hereunder or under the Assigned Agreement and no such default has occurred prior to the date hereof. To the actual knowledge of Purchaser, Seller is not in default under any material covenant or obligation of the Assigned Agreement and no such default has occurred prior to the date hereof. After giving effect to the assignment by Seller to the Collateral Agent of the Assigned Agreement pursuant to the Financing Documents, and after giving effect to the acknowledgment of and consent to such assignment by Purchaser, to the actual knowledge of Purchaser, there exists no event or condition which would constitute a default, or which would, with the giving of notice or lapse of time or both, constitute a default under the Assigned Agreement. Purchaser and, to the actual knowledge of Purchaser, Seller have complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement applicable to date.

(h) This Agreement, the Assigned Agreement, the Large Generation Interconnection Agreement, effective as of November 16, 2010, between Purchaser and Seller, the Ground Lease and related real property documents, and such fuel source agreements that Purchaser may enter into from time to time constitute and include all agreements entered into by Purchaser relating to, and required from Purchaser for the consummation of, the transactions contemplated by this Agreement and the Assigned Agreement.

3. Seller Representations and Warranties. Seller hereby represents and warrants that:

(a) Seller is duly organized and validly existing under the laws of the State of Delaware. Seller is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and the property it owns and intends to conduct and own and in light of the transactions contemplated by Assigned Agreement. No filing, recording, publishing or other act that has not been made or done is necessary or desirable in connection with the existence or good standing of Seller or the conduct of its business.

(b) Seller has the full power, authority and legal right to execute, deliver and perform its obligations hereunder and under the Assigned Agreement. This Agreement and the Assigned Agreement have been duly executed and delivered by Seller and (assuming the due authorization, execution and delivery by and binding effect on the other parties thereto) constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditor's rights generally and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) The execution, delivery and performance by Seller of this Agreement and the Assigned Agreement do not and will not (i) require any consent or approval of any Person which has not been obtained and each such consent or approval that has been

obtained is in full force and effect, (ii) violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination or award having applicability to Seller or any provision of Seller's articles of incorporation or by-laws, (iii) conflict with, result in a breach of or constitute a default under any indenture or loan or credit agreement or any other material agreement, lease or instrument to which Seller is a party or by which Seller or its properties and assets are bound or affected or (iv) result in, or require the creation or imposition of, any lien upon or with respect to any of the assets or properties of Seller now owned or hereafter acquired.

(d) No Authorization that has not already been received is required for the execution, delivery or performance of this Agreement and the Assigned Agreement by Seller, or, to the actual knowledge of Seller, for the exercise by the Collateral Agent of its rights and remedies with respect to this Agreement.

(e) Assuming the due authorization, execution and delivery by, and binding effect on, Purchaser and the Collateral Agent, as applicable, this Agreement and the Assigned Agreement are in full force and effect.

(f) There is no action, suit or proceeding at law or in equity by or before any Governmental Authority, arbitral tribunal or other body now pending or to the actual knowledge of Seller, threatened against or affecting Seller or any of its properties, rights or assets which (i) is likely to have a material adverse effect, individually or in the aggregate, on its ability to perform its obligations hereunder or under the Assigned Agreement or (ii) question the validity, binding effect or enforceability hereof or of the Assigned Agreement or any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

(g) Seller is not in default under any material covenant or obligation hereunder or under the Assigned Agreement and no such default has occurred prior to the date hereof. To the actual knowledge of Seller, Purchaser is not in default under any material covenant or obligation of the Assigned Agreement and no such default has occurred prior to the date hereof. Seller and, to the actual knowledge of Seller, Purchaser have complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement applicable to date.

(h) This Agreement, the Assigned Agreement, the Large Generation Interconnection Agreement, effective as of November 16, 2010, between Purchaser and Seller, the Ground Lease and related real property documents, and such fuel source agreements that Seller may enter into from time to time constitute and include all agreements entered into by Seller relating to, and required from Seller for the consummation of, the transactions contemplated by this Agreement and the Assigned Agreement.

4. Consent and Agreement. Purchaser hereby consents in all respects to the pledge and assignment to the Collateral Agent of all of Seller's right, title and interest in, to and under the Assigned Agreement and acknowledges and agrees that:

(a) If the Collateral Agent shall provide written notice to Purchaser that an Event of Default has occurred and is continuing and the Collateral Agent desires to exercise its rights and remedies pursuant to the Financing Documents, the Collateral Agent and any designee thereof shall be entitled to exercise any and all rights of Seller under the Assigned Agreement in accordance with its terms; provided that (i) the Financing Documents provide a grant from Seller to the Collateral Agent to exercise such rights and (ii) to the extent such exercise involves directions to Purchaser involving the physical operation of the Project, the Collateral Agent shall have provided written notice to Purchaser that the Collateral Agent intends to take control of the Project. Without limiting the generality of the foregoing, upon the occurrence and continuation of an Event of Default and the delivery of such written notice to Purchaser that the Collateral Agent desires to exercise its rights and remedies pursuant to the Financing Documents, the Collateral Agent and any designee thereof shall, subject to the terms of the Financing Documents, have the full right and power to enforce directly against Purchaser all obligations of Purchaser under the Assigned Agreement and otherwise to exercise all remedies under the Assigned Agreement and to make all demands and give all notices and make all requests required or permitted to be made by Seller under the Assigned Agreement.

(b) Upon the occurrence of a Seller Event of Default, Purchaser shall not exercise any of its rights set forth in the Assigned Agreement to cancel, terminate or suspend performance under, the Assigned Agreement unless it has first afforded the Collateral Agent or its designee a cure period for a duration of (i) in the case of monetary defaults, 30 days from the expiration of Seller's right to cure such default under the Assigned Agreement; and (ii) in the case of nonmonetary defaults, 60 days from the expiration of Seller's right to cure such default under the Assigned Agreement; provided, in the case of this clause (ii) that the Collateral Agent (or its designee) has commenced in good faith to cure any such Seller Event of Default within 30 days from the expiration of Seller's right to cure such default under the Assigned Agreement.

(c) Purchaser shall deliver to the Collateral Agent at the address set forth in Section 6(b) below, or at such other address as the Collateral Agent may designate in writing from time to time to Purchaser, concurrently with the delivery thereof to Seller, a copy of each notice of material breach by Seller or a Seller Event of Default given by Purchaser pursuant to the Assigned Agreement.

(d) In the event that the Collateral Agent or its designee in accordance with paragraph (e) below succeeds to Seller's interest under the Assigned Agreement, whether by foreclosure or otherwise, the Collateral Agent or its designee shall (i) assume in writing liability for all of Seller's obligations under the Assigned Agreement; provided, that such liability shall not include any liability for claims of Purchaser against Seller arising from Seller's failure to perform during the period ending on the earlier of (x) the date of the Collateral Agent's or such designee's succession to Seller's interest in and under the Assigned Agreement and (y) the date Purchaser could have exercised its right to cancel, terminate, or suspend the Assigned Agreement due to a Seller Event of Default, but such cancellation, termination or suspension was prevented due to the Collateral Agent exercising its right to cure under clause (b) above (for the avoidance of doubt, this

proviso shall not affect the measurement of performance standards under the Assigned Agreement which are measured over time periods that span both pre and post-succession periods), (ii) cure any and all defaults of Seller under the Assigned Agreement which are capable of being cured and which are not personal to Seller, and (iii) provide Completion Performance Security or PPA Performance Security, as applicable, under the terms of the Assigned Agreement. Except as otherwise set forth in the immediately preceding sentence, none of the Secured Parties shall be liable for the performance or observance of any of the obligations or duties of Seller under the Assigned Agreement and the assignment of the Assigned Agreement by Seller to the Collateral Agent pursuant to the Financing Documents shall not give rise to any duties or obligations whatsoever on the part of any of the Secured Parties owing to Purchaser.

(e) Upon the exercise by the Collateral Agent of any of its remedies under the Financing Documents granting the Collateral Agent the right to assign its rights and interests under the Assigned Agreement or the rights and interests of Seller under the Assigned Agreement, Purchaser consents to the Collateral Agent's assignment of such rights and interests to any purchaser or transferee of the Project, if such purchaser or transferee (i) certifies in writing to Purchaser that it intends to perform the obligations of Seller as and to the extent required under the Assigned Agreement, (ii) cures any and all defaults of Seller under the Assigned Agreement which are capable of being cured and which are not personal to Seller, (iii) provides Completion Performance Security or PPA Performance Security, as applicable, under the terms of the Assigned Agreement, (iv) provides satisfactory written evidence that it is financially capable of performing Seller's obligations under the Assigned Agreement (provided that a tangible net worth by the entity assuming the Assigned Agreement or its direct or indirect parent entity of at least \$100 million shall be presumed to meet this requirement), and (v) is reasonably capable of so performing. Upon such assignment and assumption, to the extent the Collateral Agent has previously assumed any obligations thereunder, the Collateral Agent shall be relieved of all obligations under the Assigned Agreement arising after such assignment and assumption.

(f) In the event that (i) the Assigned Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding involving Seller or (ii) the Assigned Agreement is terminated as a result of any bankruptcy or insolvency proceeding involving Seller, if within 45 days after such rejection or termination the Collateral Agent or its designee shall have taken ownership of the Project and certified in writing to Purchaser that it intends to perform the obligations of Seller as and to the extent required under the Assigned Agreement, upon the request of the Collateral Agent or its designee, Purchaser will execute and deliver to the Collateral Agent or such designee a new Assigned Agreement which shall be for the balance of the remaining term under the original Assigned Agreement before giving effect to such rejection or termination and shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement (except for any requirements which have been fulfilled by Seller and Purchaser prior to such rejection or termination). References in this Agreement to the "Assigned Agreement" shall be deemed also to refer to the new Assigned Agreement.

(g) In the event that the Collateral Agent or its designee, or any purchaser or other transferee of the interests of the Collateral Agent or its designee in the Project assume or become liable under the Assigned Agreement (as contemplated in subsection (d), (e) or (f) above or otherwise), liability in respect of any and all obligations of any such party under the Assigned Agreement shall not extend to any officer, director, employee, shareholder or agent thereof.

5. Special Agreements. Each of Purchaser and Seller hereby further acknowledges and agrees that:

(a) Purchaser shall notify the Collateral Agent no less than 30 days in advance of its intention to exercise its fuel procurement option pursuant to Section 4.1 of the Assigned Agreement;

(b) the words “PTC Adder” in Section 8.2.11 of the Assigned Agreement are hereby deleted and replaced with the words “PTC Adjustment”;

(c) Section 25.1.2 of the Assigned Agreement is hereby deleted in its entirety;

(d) the following is inserted at the end of Section 25.4 of the Assigned Agreement: “The legal remedies available to Seller upon the occurrence of a Purchaser Event of Default or by Purchaser upon the occurrence of a Seller Event of Default, shall include, without limitation, direct damages to Seller or Purchaser, as applicable. To the extent such direct damages are sought by Seller or Purchaser, as applicable, such direct damages shall be calculated on the basis of a methodology to be determined by the appropriate arbitrator selected under Section 24.2 or the relevant court of competent jurisdiction; *provided* that the Parties agree that the estimated net present value of the economic loss to the non-defaulting Party due to the termination of this Agreement may be considered in determination of those damages based on, without limitation, factors such as: the estimated future net revenue under this Agreement and then relevant rates, prices, yields, forward yield curves, volatilities, spreads or other market data as applicable for renewable energy and baseload capacity as determined or estimated over the remaining Delivery Term.”;

(e) Section 27.2.5 of the Assigned Agreement is amended to insert the following at the end thereof: “Each Qualified Appraiser shall make its determination of the summation of the above components. Notwithstanding the foregoing, if the Qualified Appraiser believes that the summation of the above components produces a Fair Market Value of the Facility that differs materially from the fair market value using another approach it thinks more appropriate for determining the value of the Facility, then the Qualified Appraiser shall use the fair market value derived under the other approach as the Fair Market Value of the Facility, and provide Seller and Purchaser with an explanation thereof.”;

(f) a new Section 29.16 is inserted as follows: “Seller and Purchaser intend that this Agreement will be treated as a “service contract” within the meaning of 26 U.S.C. § 7701(e)(3).”

(g) the words "existing substation" in the definition of "Delivery Point" are hereby replaced with the words "the new substation that is to be built by Seller and conveyed to Purchaser upon completion thereof";

(h) Purchaser and Seller shall work in good faith to produce a mutually agreeable template of operating procedures to be inserted into Appendix VI within a reasonable time period in advance of the Commercial Operation Date and the failure to so produce such template by May 15, 2009 shall not be deemed to be a breach by Purchaser or Seller of the Assigned Agreement;

(i) the penultimate sentence of Section 1.6 of Appendix IX to the Assigned Agreement reading "Alternatively, the Seller may establish a new contracted capacity, if agreeable to the Purchaser." is hereby deleted and replaced with: "Alternatively, Seller may propose a new contracted capacity based on the results from the failed Initial Capacity Tests and Seller and Purchaser will discuss and establish an alternative initial Dependable Capacity consistent with the results of the failed Initial Capacity Tests, such establishment not to be unreasonably withheld or delayed."; and

(j) the definition of "Commercial Operation Date" shall be replaced with the following: "Commercial Operation Date" means the first day following the date Seller successfully completes the Initial Capacity Test (as defined in Appendix IX of this Agreement) or the date Parties agree to an initial Dependable Capacity pursuant to Section 1.6 of Appendix IX of this Agreement.

6. Arrangements Regarding Payments. All payments to be made by Purchaser to Seller under the Assigned Agreement shall be made in lawful money of the United States, directly to the Collateral Agent, for deposit into the Revenue Account (Account No. 6711944708), at Union Bank, N.A., 1251 Avenue of the Americas, 19th Floor, New York, New York, 10020, or to such other Person and/or at such other address as the Collateral Agent may from time to time specify in writing to Purchaser.

7. Miscellaneous.

(a) No failure on the part of the Collateral Agent or any of its agents to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(b) Notices. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or by facsimile with proof of receipt, or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties, at the address set forth below:

if to the Collateral Agent, addressed to;

Union Bank, N.A.

Address: 1251 Avenue of the Americas, 19th Fl.
New York, New York 10020

Telecopy: (646) 452-2000

Attention: Hugo Gindraux

Email: hugo.gindraux@unionbank.com

If to Purchaser, addressed to:

Gainesville Regional Utilities
301 S.E. 4th Avenue
Gainesville, FL 32614-7117
Attention: General Manager
Telephone: (352) 393-1007
Telecopy: (352) 334-2277

If to Seller, addressed to:

Gainesville Renewable Energy Center, LLC
75 Arlington St., 5th Floor
Boston, MA 02116
Attention: James Gordon
Telephone: (617) 482-6150
Telecopy: (617) 904-3109

(c) This Agreement may be amended or otherwise modified only by an instrument in writing signed by the party to be bound by the modification. Any waiver shall be effective only for the specified purpose for which it was given.

(d) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of Purchaser, Seller, and the Collateral Agent (and the Secured Parties). Purchaser shall not assign or transfer its rights hereunder without the prior written consent of the Collateral Agent.

(e) This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall become effective at such time as the Collateral Agent shall have received counterparts hereof signed by all of the intended parties hereto.

(f) If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Collateral Agent in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any

jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

(g) Headings appearing herein are used solely for convenience and are not intended to affect the interpretation of any provision of this Agreement.

(h) ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, IN EITHER CASE, LOCATED IN ALACHUA COUNTY FLORIDA. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS, AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS.

(i) THE AGREEMENTS OF THE PARTIES HERETO ARE SOLELY FOR THE BENEFIT OF PURCHASER, SELLER, THE COLLATERAL AGENT AND THE SECURED PARTIES, AND NO PERSON SHALL HAVE ANY RIGHTS HEREUNDER.

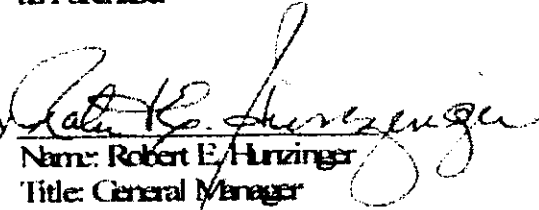
(j) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA.

(k) EACH OF PURCHASER, SELLER AND THE COLLATERAL AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ASSIGNED AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

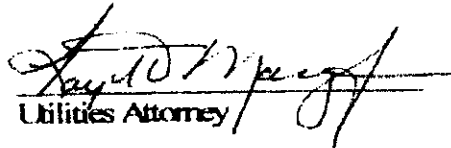
(Signature pages follow)

IN WITNESS WHEREOF, the undersigned by its officer duly authorized has caused this Agreement to be duly executed and delivered as of the date first above written.

THE CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES,
as Purchaser

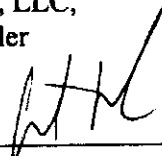
By 
Name: Robert E. Hunzinger
Title: General Manager

Approved as to form and legality:


Utilities Attorney

Consent and Agreement (GRU)

GAINESVILLE RENEWABLE ENERGY
CENTER, LLC,
as Seller

By  _____
Name:
Title:

UNION BANK, N.A.,
as Collateral Agent

By 
Name: **Hugo Gladraux**
Title: **Vice President**