

EXHIBIT M2

EQUITABLE ADJUSTMENT FOR CHANGE OF LAW

of the

**POWER PURCHASE AGREEMENT FOR THE SUPPLY OF DEPENDABLE
CAPACITY, ENERGY AND ENVIRONMENTAL ATTRIBUTES FROM A BIOMASS-
FIRED POWER PRODUCTION FACILITY**

by and between

GAINESVILLE RENEWABLE ENERGY CENTER, LLC

and

THE CITY OF GAINESVILLE, FLORIDA

d/b/a

GAINESVILLE REGIONAL UTILITIES

dated as of March 16, 2011

This **EQUITABLE ADJUSTMENT FOR CHANGE OF LAW** is agreed to and entered into as of March 16, 2011, by and between Gainesville Renewable Energy Center, LLC, a Delaware Limited Liability Company ("Seller") and The City of Gainesville Florida, d/b/a Gainesville Regional Utilities ("Purchaser"). Seller and Purchaser are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Seller and Purchaser are parties to 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 (the "Agreement") and, unless otherwise indicated, terms defined therein shall have the same meaning herein; and

WHEREAS, by action of the City Commission of the City of Gainesville on May 7, 2009, the undersigned General Manager of Purchaser has been duly authorized to implement the Agreement on behalf of Purchaser and to execute and deliver any instruments in connection therewith; and

WHEREAS, the Agreement provides at Section 3.2 that the Contract Prices thereunder were based upon the then current regulatory requirements for generating and selling the Products and that, in the event of a Change of Law, as defined in the Agreement, that specifically increases the actual cost of generating and selling the Products, the Contract Prices under the Agreement shall be equitably adjusted to cover the resulting additional costs (an "Equitable Adjustment"); and

WHEREAS, the Parties recognize and agree that various regulatory agencies, including the Florida Department of Environmental Protection and the United States Environmental Protection Agency, have imposed changes upon the design and operation of the Facility that result in specific increases of the actual cost of generating and selling the Products; and

WHEREAS, Seller has presented a claim for Equitable Adjustment based upon Changes in Law, including those included in the Final Rule of the National Emission Standards for Hazardous Air Pollutants for Major Sources: Industrial, Commercial, and Institutional Boilers and Process Heaters issued by the United States Environmental Protection Agency on February 21, 2011 (the "EPA Final Rule"); and

WHEREAS, Seller and Purchaser have agreed upon and hereby memorialize the implementation of Section 3.2 in the manner as set forth below, in full satisfaction of any claims arising out of Changes in Law that have occurred as of the date hereof.

NOW THEREFORE, pursuant to Section 3.2 of the Agreement, which was entered into for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree and memorialize as follows:

1. **Equitable Adjustments.** Pursuant to Section 3.2 of the Agreement: (i) the Non-Fuel Energy Charge Contract Price of "\$50.00/MWh x Construction Cost Adjuster" set forth at Appendix III is hereby adjusted to hereafter be "54.40/MWh x Construction Cost Adjuster;" (ii) the Non-Fuel Energy Charge Contract Price of "58.10/MWh x Construction Cost Adjuster" set forth at Appendix III is hereby adjusted to hereafter be "\$62.50/MWh x Construction Cost Adjuster"; and (iii) Purchaser shall, to the extent not funded by grants received, fund the costs of connecting the Facility to the reclaimed water system of the City of Alachua.

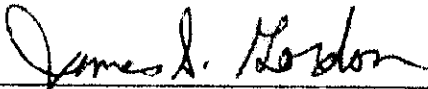
2. **Replacement of Appendix III.** In accordance with the foregoing Equitable Adjustments, Appendix III of the Agreement is hereby replaced and superseded in all respects by the Appendix III attached hereto.

3. **Full Satisfaction of Change of Law Claims.** Seller acknowledges that the foregoing provisions fully address and satisfy any and all claims of Seller arising under Section 3.2 as of the date hereof, including any claims arising out of the EPA Final Rule, the Facility's PSD construction air permit, the Facility's Site Certification Order, or any other order or governmental action or condition as of the date hereof, including, without limitation any cost relating to the following items: replacing the SNCR with SCR; changes to the sorbent injection system, including storage and injection, to control hazardous air pollutant emissions; changes to the ash characteristics due to operational modifications; changes to the baghouse to control particulate matter emissions; changes to the facility water system due to the required use of reclaimed water; and, changes to the auxiliary power which affect the facility heat rate; and the usage of reclaimed water.


4. **Agreement Remains in Full Force and Effect.** Except with respect to the Equitable Adjustments set forth above, all terms and provisions of the Agreement remain in full force and effect, and each of the Parties ratifies and confirms all such provisions. Without limiting the foregoing, this Equitable Adjustment for Change of Law and the terms hereof shall bind and inure to the benefit of the Parties and any successor or assignee acquiring an interest in the Agreement pursuant to Sections 21.1 and 21.2 thereof.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Equitable Adjustment for Change of Law to be duly executed and delivered by persons duly authorized to do so on their behalf as of the date first above written.

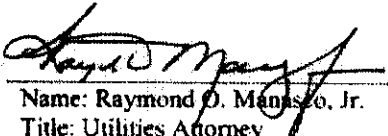
GAINESVILLE RENEWABLE ENERGY CENTER, LLC ("Seller")

By: 
Name: James S. Gordon
Title: President

THE CITY OF GAINESVILLE, FLORIDA d/b/a GAINESVILLE REGIONAL UTILITIES ("Purchaser")


By: Jennifer L. Hunt
Chief Financial Officer
For Name: Robert E. Hunzinger
Title: General Manager

APPROVED AS TO FORM AND LEGALITY:

By: 
Name: Raymond O. Manso, Jr.
Title: Utilities Attorney

Appendix III
Contract Prices

<u>Billing Charge</u>	<u>Facility Status</u>	<u>Measurement (for Billing Period)</u>	<u>Contract Prices</u>	<u>Escalation</u>
Non-Fuel Energy Charge	Facility Receives ITC or Renewable Energy Grant	Available Energy	\$54.40/MWh x Construction Cost Adjuster	None
	Facility Does Not Receive ITC or Renewable Energy Grant	Available Energy	\$62.50/MWh x Construction Cost Adjuster	None
Fixed O&M Charge	N/A	Available Energy	\$23.00/MWh	None
Variable O&M Charge	N/A	Delivered Energy	\$3.15/MWh	Annually on the anniversary of the Effective Date, the Variable O&M Charge shall be escalated by the percentage change in the CPI from the CPI value 12 months before the current anniversary date
Fuel Charge	N/A	Delivered Energy	Base Fuel Charge + Fuel Price Adjuster	None
Shutdown Charge	N/A	Purchaser Shutdown	Startup Fuel Cost + Startup O&M Cost	Annually on the anniversary of the Commercial Operation Date, the Startup O&M Cost shall be escalated by the percentage change in the CPI from the CPI value 12 months before the current anniversary date
Ad Valorem	N/A	Actual monthly (or a lump-sum) ad valorem taxes paid by Seller	Actual monthly (or a lump-sum) ad valorem taxes paid by Seller, subject to adjustment pursuant to Section 3.4.2.	None