

7001 SW 24th Avenue  
Gainesville, FL 32607

Phone: 352 367-4677 ext 3135 Exhibit A  
Version: 5.0 09/04



# New Contract

Business Name: Calais at Pelican Bay  
Service Address: 7064 Pelican Bay Blvd  
Naples FL 34108  
(exactly as it appears on your bill)

Utility, Gas: TECO Peoples Gas  
Utility Account #s: 12979894  
Special Provision:

Billing Address: 7064 Pelican Bay Blvd  
Naples FL 34108  
Billing Contact: John Czarnik  
Phone: 239-566-3320 Fax: 239-593-8608  
E-Mail Address:

Contract Rate: 

|                                                                          |
|--------------------------------------------------------------------------|
| <b>NYMEX LDS + all pass through costs</b><br><b>+ \$0.0750 per therm</b> |
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Term of Contract: 1 year(s) Start Date: \_\_\_\_\_  
Alternate Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## SALES AGREEMENT--GENERAL TERMS AND CONDITIONS

1. Sales: Infinite Energy, Inc. ("IEI" ~ Infinite Energy) shall sell and Customer shall purchase natural gas as specified herein. The sale and purchase is conditioned upon any applicable Florida Public Service Commission ("PSC") Rules and any Local Distribution Company ("LDC") tariff on file with the PSC.
2. Credit: Customer's signature affixed hereto shall permit IEI to conduct such credit investigation(s) as it deems necessary, both before and during the term of the Agreement. If IEI requests, based on a credit investigation that does not satisfy IEI's reasonable requirements, Customer shall provide credit security satisfactory to IEI. These may include a deposit, a letter of credit, a guaranty of payment from a third party, or some other security. If Customer does not provide the security that Infinite Energy requires, Infinite Energy shall have the right to immediately terminate the Agreement or suspend sales and deliveries without liability. IEI shall provide proof of unsatisfactory credit upon Customer's request.
3. Billing and Payment: Infinite Energy will bill Customer (or any agent designated and authorized by Customer to receive and pay bills) each month for natural gas supply. Infinite Energy will calculate bills based on meter readings received from the LDC. If no meter data is forwarded to Infinite in a billing month, a later bill may include charges for more than one month. Any account on which full payment is not received by the due date will be assessed a late fee equal to the greater of ten dollars (\$10) or interest at the maximum legal rate. Any payment not received by 45 days past the billing date may be assessed an additional late fee. IEI may refer an overdue account to a collection agency. Customer agrees to reimburse Infinite Energy for any collection fees it incurs in regard to outstanding invoices. Infinite Energy reserves the right to cancel service under this Agreement for non-payment in accordance with any applicable PSC Rules and LDC Tariff on file.
4. Expiration/Renewal/Cancellation: Either party may cancel this Agreement upon expiration, by giving the other Party 30-days' prior notice. Unless canceled with proper notice, upon expiration of the Term shown above, this Agreement shall automatically renew and continue after expiration of this Agreement for a like term. The terms of the renewed Agreement shall be the terms disclosed in this Agreement, except that (i) for Customers on a Fixed Rate agreement, the rate shall be the then-effective variable rate; or (ii) for Customers on a NYMEX plus pricing plan, the rate shall remain the same, unless Customer and Infinite Energy agree on a new rate. If Customer cancels this Agreement prior to expiration of the Term, Customer shall pay IEI an amount equal to one average month's invoice as a termination fee.
5. Quality, Title And Taxes: The quality of the gas under this agreement shall conform to the requirements of the relevant pipeline(s) and distribution system(s). Title to all gas sold under this Agreement shall pass from Infinite Energy to Customer upon delivery. Except as provided below, each Party shall indemnify and hold harmless the other from all taxes, royalties, fees, or other charges incurred with respect to natural gas to which it has title. Customer shall be responsible for any taxes imposed simultaneously with transfer of title. Before or upon execution of this Agreement, Customer shall give to Infinite Energy certificates in regard to any tax exemptions applicable to the natural gas to be sold. If any tax, levy or regulation imposed on Infinite Energy in connection with obtaining, transporting, delivering, and/or selling the natural gas pursuant to this Agreement increases, the sale price for gas under this Agreement may, in the sole discretion of Infinite Energy, be increased accordingly. Proof of such increased tax, levy or regulation shall be provided upon Customer's request.
6. Force Majeure: Except for the obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events beyond the control of the affected Party, that materially impairs the affected Party's ability to perform hereunder, and that could not have been prevented by the due diligence of the affected Party. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.
7. Limitation of Liability: Infinite Energy's liability in connection with this Agreement shall in no event exceed the difference between the reasonable cost of replacing any undelivered natural gas and its cost under this Agreement. Neither Party shall be liable to the other for any indirect, special, consequential, incidental, indirect, or punitive damages arising from a breach of this Agreement.
8. No Warranties: Except as expressly set forth herein, Infinite Energy makes and Customer receives no warranty, express, implied, or statutory, and Infinite Energy SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Assignment: The terms and conditions of this Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, that Customer may not assign this Agreement without Infinite Energy's prior written consent, and any purported assignment without such consent shall, at IEI's discretion, be void.
10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without recourse to such state's choice of law rules. Venue shall be a court of competent jurisdiction located in Alachua County, Florida.
11. Disputed Invoices: If Customer disputes a bill, Customer shall notify Infinite Energy in writing of the reason for the dispute. In the event of such notice, the Parties shall refrain from taking legal action against each other with regard to the disputed portion of the bill for a period of fifteen (15) days following receipt of a timely given written notice of the dispute. If the dispute remains unresolved at the conclusion of the 15 days, either Party may pursue any legal remedies.
12. Fees: Customer service charge is \$5.00 per service location per month. Additionally, there is a \$25.00 activation fee, per service account for all new customer accounts. If customer signs a multiyear contract or renews their current agreement, the activation fee will be waived.

|                       |                                           |                                                                    |                              |
|-----------------------|-------------------------------------------|--------------------------------------------------------------------|------------------------------|
| INFINITE ENERGY, INC. |                                           | By signing below I hereby agree to the above terms and conditions. |                              |
| By:                   | <u>Brad Gamble</u>                        | X Customer (print):                                                | <u>Calais at Pelican Bay</u> |
| Title:                | <u>Marketing Manager, Infinite Energy</u> | Signature:                                                         | <u>[Signature]</u>           |
| Contact:              | <u>Rich Suchant</u> TPI 51                | Title:                                                             | <u>President</u>             |
| Phone:                | <u>239-690-5505</u>                       | Date:                                                              | <u>1/9/2005</u>              |

The final determination of acceptance or rejection of any Sales Agreement shall be Infinite Energy, Inc., in its sole discretion.

*To Begin March 1, 05*  
*FAX: 239-690-1487*