

**Florida ITS Full Requirements Sales Agreement
Service Summary**



Please Complete the Following Information for Customer ("You" or "Your")

The Coca-Cola Company dba Coca-Cola North America

Full Legal Entity Name

2651 Orange Ave, Apopka, FL 32703

Service Address

Minute Maid c/o Coca-Cola, PO Box 1177, Mandan, ND, 58554-7177

Mailing Address

Corporation, registered in FL

58-0628465

Manufacturing

Legal Entity Type

Fed Tax ID #

Nature of Business

Authorized Representative

Fax Number

Email Address

Phone Number

2ITS100EB021213

March 16, 2018

General Terms & Conditions Version Number

Effective Date

Your agreement with Infinite Energy consists of the following documents: the General Terms and Conditions, this Service Summary, and Exhibit A (if multiple locations), as each may hereafter be amended (the "Agreement"). The Agreement sets forth the rights and responsibilities of You and Infinite Energy (collectively, "Parties" and individually, "Party") with respect to the product(s) for which You are enrolling. Your rate will become effective upon acceptance by Infinite Energy and Your local distribution company or pipeline (collectively, "Transporter"), and therefore Your desired start date may be adjusted accordingly if (a) acceptance occurs after Your desired start date below or (b) Your desired start date is before the effective date of this Agreement as indicated above.

By your acceptance below, You acknowledge You understand and agree to each of the following statements:

- Your desired start date is April 1, 2018.
- Your Infinite Energy rate is NYMEX plus \$0.48 per dth .
- Your rate will continue until 03/31/2019.
- Your Infinite Energy monthly service charge is \$0.00 per service location.
- Your Transporter's name is FPU.
- Your Transporter account number is DRN 16255.
- Type of Service Needed -- Please check one: Switch Renewal Change to ITS See Exhibit A
- All of Your Transporter charges may be passed through to You without markup.
- You authorize Infinite Energy to become Your natural gas provider and to act as Your agent to perform the necessary tasks to establish Your service.
- You are at least eighteen years of age and legally authorized to select or change the natural gas account, select or change price, and select or change the term for the service address(es) listed above or on Exhibit A.

By its signature below, both Parties agree to be bound by all statements, terms and conditions contained in this Agreement.

INFINITE ENERGY, INC

Signature:

Print Name:

Print Title:

The Coca-Cola Company dba Coca-Cola North America

Signature:



PRESTON C LEE

Print Name:

SENERGY UTILITIES

General Terms and Conditions

1. REQUIREMENTS – Infinite Energy will sell to You, and You will purchase from Infinite Energy, all of Your natural gas needs for the service address(es) specified in this Agreement. Unless otherwise agreed upon by the Parties, You shall not switch to an alternate energy source.
2. CONTRACT VOLUME – Infinite Energy will base Your monthly expected usage for the duration of this Agreement on either one or a combination of the following methods: (a) Historical Usage: Your previous twelve (12) months consumption; (b) Estimated Usage: an estimate based on similarly situated customers' consumption; or (c) Nominated Usage: monthly amount of natural gas requested by You or on Your behalf.
3. CREDIT – You may be required to provide a deposit, a letter of credit, a guaranty of payment from a third party, or some other security, which is satisfactory to Infinite Energy. This Agreement allows Infinite Energy to obtain credit and Transporter information including, but not limited to, historical and future usage, meter readings, types of service, and payment information. By signing this Agreement, You are authorizing the release of the above information to Infinite Energy for the duration of this Agreement, and You have the right to rescind the authorization for release of the above information at any time by contacting Infinite Energy. If You rescind Your authorization or fail to provide the security that Infinite Energy requests within two (2) business days, Infinite Energy reserves the right to immediately terminate this Agreement with no further notice.
4. INVOICING AND PAYMENT – Infinite Energy will bill You each month for natural gas supply and other services, if any. You may elect to have a third party receive Your invoices; however, You will be responsible for all payments. Infinite Energy will calculate Your invoices based on meter readings received from Your Transporter. If no meter data is forwarded to Infinite Energy in a billing month, Infinite Energy may estimate Your invoice or include charges for more than one month on a subsequent invoice. Your invoices shall be due within fifteen (15) days from the invoice date. Late payments or partial payment balances will be subject to the lesser of a late fee of 1.5% of the outstanding balance per month or the maximum rate allowable by law. Infinite Energy reserves the right to include on your invoice any charges or credits necessary to correct estimated invoices, meter read errors, miscalculations of taxes, fees, or other charges, invoice errors, and any other error or omission. You shall pay Your invoices to Infinite Energy by either wire transfer or Automated Clearing House. You will be billed for all outstanding balances and fees. You shall remain responsible for any collection agency fees, attorney's fees (including in-house counsel fees), court costs, and all other costs of collecting such outstanding balances.
5. TITLE AND TAXES – Title to the natural gas sold hereunder shall pass from Infinite Energy to You at the Delivery Point(s). Unless otherwise indicated, the Delivery Point shall be Your Transporter's city gate or Your interconnection with Your Transporter. Except as provided herein, 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. You shall be responsible for any taxes, fees, or charges imposed simultaneously with transfer of title. You are responsible for the payment of any state and local taxes and government charges imposed upon Your natural gas service. You must give Infinite Energy any tax exempt certificates related to the natural gas to be sold. The rate at which the natural gas that will be purchased by You pursuant to this Agreement may, in the sole discretion of Infinite Energy, be increased in accordance with any increase in the tariff rates, as well as any tax, levy and cost associated with obtaining, transporting, delivering, and selling the natural gas pursuant to this Agreement. Proof of any such increase will be provided to You upon request.
6. TOLERANCE – You agree to promptly notify Infinite Energy of any changes in Your business process that will materially impact Your natural gas usage for any month. If Your usage is more than twice Your Historical Usage for any given period, Infinite Energy reserves the right to reassess and adjust Your price accordingly; notice of any such increase in price shall be provided to You upon request.
7. FIXED RATES – During the term of these Special Provisions, You may request to fix the price of a mutually agreeable quantity of natural gas for a mutually agreeable price (up to but not exceeding the expected volume of gas that will actually be delivered during that service month). If a fixed price is agreed upon by both parties, then the agreed upon volume for that service month will be invoiced to You at the agreed upon fixed price, and all other volumes of gas actually delivered to You for that service month will be priced to the then current market rates pursuant to this agreement. To the extent that the agreed upon volume of fixed price gas should inadvertently exceed the volume of gas actually delivered during that service month (the excess volume), then Infinite will repurchase the excess volume from You at the then current market rates. Should You request and IEI agree upon more than one fixed price gas purchase transaction during any service month, then the first volumes delivered shall be from the oldest fixed price transaction, the second volume delivered shall be from the next oldest fixed price transaction, and so forth.
8. DISPUTE PROCEDURE – If You dispute an invoice, You must first notify Infinite Energy in writing at Infinite Energy, Attn: Legal Department, 7001 SW 24th Avenue, Gainesville, Florida 32607-3704 within ninety (90) days of the invoice date; if You do not raise Your dispute within this time, You waive all right to do so. After giving written notice, You may withhold payment for the disputed portion only. You shall refrain from taking legal action with regard to the disputed portion of the invoice for a period of fifteen (15) days following receipt of a timely given written notice of the dispute.
9. CONDITIONAL PAYMENTS – Any form of payment You send to Infinite Energy for less than the full balance due that is marked "paid in full" or contains a similar notation, or that You otherwise tender in full satisfaction of a disputed amount, must be sent to the address specified in the DISPUTE PROCEDURE section. Infinite Energy reserves all rights regarding these payments (i.e. if

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- it is determined there is no valid dispute or if any such payment is received at any other address, we may accept that payment and You will still owe any remaining balance). Infinite Energy may also refuse to accept any such payment by returning it to You, not cashing it or destroying it. You shall send all other payments to the appropriate payment address.
10. TERMINATION OF AGREEMENT BY YOU – You may terminate this Agreement by sending a written notice of cancellation thirty (30) days prior to the desired cancellation date to the address specified in the DISPUTE PROCEDURE section. You shall remain responsible for any and all volumes of gas burned through Your last day of service by Infinite Energy. If You terminate this Agreement prior to its expiration, such termination will be deemed an early termination.
 11. TERMINATION OF AGREEMENT BY INFINITE ENERGY – Infinite Energy may terminate this Agreement, in whole or in part, as follows:
 - a. DISCONNECTION OF SERVICE. Infinite Energy may disconnect Your natural gas service for non-payment of the balance on Your account(s), or pursuant to PSC rules.
 - b. REFUSAL OF SERVICE. Infinite Energy may refuse to provide natural gas service to You pursuant to PSC rules.
 - c. MATERIAL BREACH OF THIS AGREEMENT. Infinite Energy may terminate this Agreement as a result of Your material breach of the Agreement.
 12. MATERIAL BREACH – The following events will each be deemed a material breach of this Agreement: non-payment by You which results in a termination of this Agreement; failure to pay a deposit assessed under this Agreement; reduction of Your requirements to zero for a period greater than thirty (30) days; Your early termination of this Agreement; Your infringement of any Infinite Energy Intellectual Property right; and Your insolvency, bankruptcy, or appointment of a receiver. Once a material breach has occurred, Infinite Energy may, in its sole discretion, (a) convert Your price to Infinite Energy's standard variable rate; (b) disconnect Your natural gas service; and/or (c) terminate this Agreement. If You commit a material breach of this Agreement, You will pay all costs incurred by Infinite Energy as a result of the breach. Costs include, but are not limited to, reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees which Infinite Energy incurs in collection of delinquent balances on Your account.
 13. LIQUIDATED DAMAGES – You and Infinite Energy agree damages, as a result of Your material breach of this Agreement, would be difficult, if not impossible, to determine; therefore, if a material breach occurs, whether in whole or in part, Infinite Energy may, in its sole discretion, assess, and You agree to pay, Liquidated Damages in an amount equal to Your Average Monthly Invoice plus Damages.
 - a) AVERAGE MONTHLY INVOICE. Infinite Energy shall calculate Your Average Monthly Invoice as an amount equal to the sum of one month's average invoice for each service location covered under this Agreement.
 - b) DAMAGES. Damages are defined as the Net Gas Costs multiplied by the Contract Volume for each month remaining under this Agreement. The Net Gas Costs are determined by taking the positive difference, if any, of the wholesale price of natural gas on Your termination date from the wholesale price of natural gas on the effective date of Your applicable Fixed or indexed rate plus five cents per Dth (\$0.05/Dth) transaction fee.
 14. EXPIRATION AND RENEWAL – This Agreement shall automatically renew on a month to month basis, unless cancelled by either Party upon thirty (30) days written notice prior to expiration of this Agreement. The terms of the renewed Agreement shall be the terms disclosed in this Agreement, except that the rate shall be the then effective standard variable rate plus any applicable Service Fee, unless You and Infinite Energy agree to continue the current rate or negotiate a new rate.
 15. NO WARRANTIES – Except as expressly set forth herein, Infinite Energy makes, and You receive, no warranty, express, implied, statutory, or otherwise. Infinite Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.
 16. FORCE MAJEURE – Except for any 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 outside the control of the Party claiming Force Majeure, which may include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery or lines of pipe, the loss or failure of Infinite Energy's gas supply due to Force Majeure, and actions of any government authority, or Transporter, which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder, or any similar cause beyond the control of the Party failing to perform. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.
 17. LIMITATION OF LIABILITY – Neither Party will be liable to the other Party for any losses, special, incidental, indirect, consequential or punitive damages arising from Your Transporter's service and/or structural damages. Infinite Energy will not be liable to You or any third party for damages of any kind resulting from a breach of this Agreement. In no event will Infinite Energy's liability in connection with this Agreement exceed the difference between the reasonable rate of replacing any undelivered natural gas and Your rate under this Agreement.
 18. ASSIGNMENT – This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, that You may not assign this Agreement without Infinite Energy's prior written consent and any purported assignment without such consent shall be void in Infinite Energy's sole discretion.

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19. **BINDING ARBITRATION** – Any controversy or claim arising out of this Agreement may, in Infinite Energy's sole discretion, be settled before three qualified arbitrators: (1) one appointed by Infinite Energy, (2) one appointed by You and (3) one to be chosen by the first two arbitrators appointed, administered by the American Arbitration Association. Any provisional or equitable remedy available from a court of law will be available from the arbitrators. The award of the arbitrators will be final and binding and may be entered into any court having jurisdiction.
20. **NO WAIVER** – Any delay or failure by Infinite Energy to exercise any right it may have under this Agreement will not operate as a waiver of any rights to thereafter enforce any or all of the terms or conditions of Your service or to exercise rights under this Agreement.
21. **INTELLECTUAL PROPERTY RIGHTS** – Intellectual Property rights are defined as any and all tangible and intangible rights, title and interest in and to: (1) works of authorship, including but not limited to copyrights and all derivative works thereof; (2) trademarks and trade names, (3) confidential information, trade secrets and know-how, (4) all intellectual property rights whether arising by operation of law, contract, license, or otherwise, and (5) all registrations, initial applications, renewals, extensions, divisions or reissues thereof now or hereafter in force. Any Intellectual Property right created, made, or originated by Infinite Energy will be the sole and exclusive property of Infinite Energy. Any unauthorized reproduction by You, Your agents, representatives, assigns, employees, owners, and any other person or entity acting on Your behalf, will constitute an infringement of said Intellectual Property right.
22. **CONFIDENTIALITY** – Any information pertaining to You collected by Infinite Energy during the course of providing service shall be kept confidential. The existence of this Agreement and the terms contained herein are deemed to be confidential. Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the terms this Agreement to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the Party, or prospective purchasers of all or substantially all of a Party's assets or of any rights under this Agreement, provided such persons shall have agreed to keep such terms confidential) except for the following:
 - a. In order to comply with any applicable law, order, regulation, or exchange rule, or
 - b. To the extent necessary for the enforcement of this Agreement.In the event disclosure is required by a governmental body, applicable law, or proceeding, the disclosing party may disclose such information to the extent so required, but shall use reasonable efforts to prevent or limit the disclosure of any confidential information, and shall cooperate (consistent with the disclosing party's legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party. Subject to the limitations on liability set forth herein, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the Parties hereto for one year from the termination of this Agreement.
23. **JURY WAIVER** – Both Parties hereby irrevocably waive all rights to trial by jury.
24. **GOVERNING LAW** – This Agreement will 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. Exclusive venue for resolution of any dispute shall be located in Gainesville, Florida, and the Parties consent to (1) the personal jurisdiction of said courts and (2) service of process being affected upon them by registered mail or postal prepaid mail sent to the mailing address listed on Exhibit A. You waive any and all rights to assert a defense of inconvenient forum or lack of personal jurisdiction. Nothing contained herein shall affect the right to serve process in any manner permitted by law. This Agreement is subject to and conditioned upon all applicable local, state and federal laws, PSC rules and regulations and Your Transporters tariff.
25. **SEVERABILITY** – Any provision or article rendered unenforceable by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, will be stricken and the remainder of this Agreement will remain in full force and effect.
26. **ENTIRE AGREEMENT AND AMENDMENTS** – This Agreement constitutes the entire understanding between the Parties. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by an authorized representative of each Party. Both Parties agree that an electronic copy shall constitute an original Agreement for all purposes.
27. **VERBAL RECORDINGS** – You agree that Infinite Energy may electronically record all telephone conversations with You without any special or further notice.