

SALES AGREEMENT

In consideration of Enershare Technology Corporation (the "Agent") agreeing to perform the services described below (which agreement is acknowledged) the undersigned ("Partner") hereby appoints the Agent as its sole and exclusive agent for all purposes relating to the direct purchase of natural gas by Partner under an arrangement (the "Arrangement") by which the Agent will purchase on behalf of Partner or purchase and resell to Partner gas at one price and will, on behalf of the Partner, resell such gas to distributor(s) at a higher price on behalf of the Partner with the price differential constituting the savings (less Agent's administration costs) which will be shared between Partner and the Agent on a ~~60/40~~ ^{70/30} basis. This appointment is irrevocable unless terminated as provided below.

The Agent's authority includes negotiating, committing to, amending and terminating on behalf of the Partner all aspects of the Arrangement (including executing any agreements on behalf of Partner) whether with gas suppliers, transporters or distributor(s) or others.

Partner's distributor(s) shall be entitled to rely upon any action or document executed by the Agent on Partner's behalf arising out of, or in connection with the Arrangements as though Partner had itself taken such action or executed such document.

Rebates are paid by cheque, with a statement directly to the customer, on a ~~semi-annual~~ ^{quarterly} basis from the date the customer comes on stream with gas from the association.

This appointment shall be effective on the date set forth below and shall continue in effect at least until the date which is ~~five~~ ^{one} year after the date of first delivery of gas under the Arrangements. This appointment shall continue in effect after such ~~five~~ ^{one} year period unless Partner has given the Agent 180 days written notice that it wishes the appointment to be terminated at the end of such five-year period. If such notice is not given, this appointment shall continue in effect for successive periods of 24 months subject to being terminated by written notice to the Agent to that effect given 180 days prior to the end of the 24 month period in question.

Customer acknowledges that Enershare Technology Corporation has in no way represented itself as any gas utility.

The Agent guarantees the Partner will pay no more for its natural gas over the term of this agreement than the Partner would have paid with the distributor. The Partner agrees the distributor may provide the Agent a history of natural gas consumption, costs and payments contained in distributor records.

Executed this 18th day of January, 19 96.

Name of Gas User: Town of Pelham

Head Office Address: P.O. Box 400, Fontenille, Ontario

Postal Code: L0S 1E0

Phone: (905) 892-2607

Fax: (905) 892 5055

Per: Murray Hackett

CAO

Print Name of Signatory: Murray Hackett

Mayor

Ralph Beamer
Agent's Representative:

Per: _____

Enershare Technology Corporation

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