Tomorrow Energy Corp

PENNSYLVANIA RESIDENTIAL & SMALL COMMERCIAL

NATURAL GAS SALES AGREEMENT AND TERMS OF SERVICE

The following is the Terms of Service Agreement ("Agreement") between you ("Customer") and Tomorrow Energy Corp ("Tomorrow Energy") for the purchase of energy service.

Tomorrow Energy Corp ("Tomorrow Energy") is licensed as a Natural Gas Supplier (NGS) with the Pennsylvania Public Utilities Commission (PA PUC) and will supply natural gas for your residence or business address as specified in the Disclosure Statement which is hereby incorporated into this Agreement. Tomorrow Energy agrees to sell, and Customer agrees to buy the quantity of natural gas delivered to you, as measured or estimated by your Local Distribution Utility (LDU). By enrolling for service with Tomorrow Energy, you agree to be bound by this Sales Agreement and Terms of Service (Agreement) and pay for the natural gas service Tomorrow Energy provides to you under this Agreement. The words "we," "us," and "our" refer to Tomorrow Energy, and the words "you" and "your" refer to the Customer. Tomorrow Energy's natural gas license number is A-2017-2609180. You have chosen Tomorrow Energy as your natural gas supplier. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utilities Commission (PUC) regulates distribution prices and services.

Commodity Charges: The charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).

Eligibility: Tomorrow Energy does not deny natural gas service or determine eligibility for pricing based on credit history, utility payment data or credit score. Tomorrow Energy does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Service Term and Product Selection: Your service under this Agreement is provided under a fixed-rate (term) product ("Fixed-Rate Product") along with any applicable monthly recurring fees, as specified in your Disclosure Statement and Contract Summary. If you are a new Customer, your selected product will become effective on the day your service begins, which coincides with the date your meter is read by your LDU. Because this date is determined by your LDU, Tomorrow Energy is not able to commit to a specific date for the commencement of service. If you are currently a Tomorrow Energy Customer and are switching to another product, your selected product will become effective within 24 hours of the request to switch to the new plan. Fixed Rate Products shall commence for a term as specified in Contract Summary. Two contract expiration notices will be sent to you prior to the end of your contract term. If you fail to act after receipt of the contract expiration notices, your service will automatically renew on a month-to-month basis with a Variable Rate Product. Customer understands and acknowledges that Product selection and enrollment is subject to Tomorrow Energy and Utility approval, based on the premise type and/or service class that was previously assigned to Customer's account by Customer's Utility.

Pricing and Payment: Your rate will be disclosed in your Disclosure Statement at the time of enrollment. Customers who choose a term product have a fixed rate for the entire term and may be charged a fee for early termination. If you selected a variable rate product, your initial rate will be disclosed in the Contract Summary and thereafter variable rates are subject to change at the sole discretion of Tomorrow Energy. Each billing period, you will receive a single invoice from your LDU that includes Tomorrow Energy supply charges, as well as applicable LDU charges, surcharges, state and local taxes.

Material Change: If, at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Tomorrow Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Tomorrow Energy shall have the right to change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this Agreement prior to the date such change becomes effective.

Rescission Period: You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving the Disclosure Statement and Terms of Service by calling Tomorrow Energy at (888) 682-8082 from 8:00 a.m. to 5:00 p.m. (EST), Monday–Friday. You may also rescind (a) in writing to, Tomorrow Energy Corp, 3151 Briarpark Drive, Suite 100, Houston, Texas, 77042); (b) electronically (WeCare@TomorrowEnergy.com) or (c) by sending a fax to (800) 256-6181. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission.

Cancellation and Switching Procedures: If enrolled with a Fixed-Rate Product, Customer agrees to remain a Customer of Tomorrow Energy until the term expires or Customer may be subject to an early termination fee. Customer may cancel by telephone at (888) 682-8082 or in writing 3151 Briarpark Drive, Suite 100, Houston, Texas, 77042 at least (30) days prior to the intended date of termination. When you cancel services, you agree to pay for the services provided by Tomorrow Energy through the date you are switched to another provider or returned to the LDU for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Tomorrow Energy gives the LDU notice of your cancellation request. Tomorrow Energy reserves the right to cancel this Agreement (i) if your LDU is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your LDU and Tomorrow Energy Services; or (iii) if the LDU removes you from their consolidated billing program and requires that Tomorrow Energy bill you separately for your energy supply. If this occurs, we will notify both you and your LDU of the cancellation of this Agreement at least 3 days prior to the effective date of cancellation. It may take up to (60) days for Customer's account(s) to be returned to the LDU depending on LDU cancellation procedures. Customer may cancel the Agreement without penalty, if you move to another service location and provide evidence that you are moving, along with a forwarding address. You may obtain additional information about shopping for a gas supplier by visiting www.PaGasSwitch.com,

www.oca.state.pa.us, or by calling the PA PUC at (800) 692-7380.

Contract Renewal/Material Change in Terms: If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you fail to take action after receipt of the contract expiration notices, your service with Tomorrow Energy will continue on a month-to-month basis with a Variable Rate Product. If, at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Tomorrow Energy's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Tomorrow Energy shall have the right to change this Agreement with thirty (30) days' notice to the Customer. Upon receipt of written notice of a material change, Customer may terminate this Agreement prior to the date such change becomes effective. or the proposed changes to the terms of service will become effective.

Information Release Authorization: Customer acknowledges that Customer billing and payment information will be provided to Tomorrow Energy from your LDU. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and gas usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the LDU is required by the PA PUC to communicate with Customer following a notice of change of energy supplier to confirm the change was authorized. Tomorrow Energy will not give or sell Customer information to any unaffiliated party without consent from the Customer unless Tomorrow Energy is required to do so by law or it is necessary to enforce this Agreement.

Consumer Protections: The services provided by Tomorrow Energy are protected by the terms and conditions of this Agreement and the Pennsylvania Public Utilities Commission (PUC).

Billing and Payment: Customer may receive a single bill for both commodity and delivery costs from either Tomorrow Energy or the LDU, or each of the LDU and Tomorrow Energy may invoice separately. Your LDU will continue to issue you a monthly bill and the bill will include Tomorrow Energy supply charges, as well as applicable LDU charges, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Customer will make payment directly to the LDU in accordance with the payment terms stated in the LDU's tariffs, unless otherwise provided herein. Customer payments remitted in response to a consolidated bill shall be applied in accordance with procedures adopted by PA PUC.

Energy Assistance: Your LDU has programs available to customers who are on a limited income to assist them with utility bills. For Universal Service Programs such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), and Matching Energy Assistance Fund (MEAF) call (800) 774-7040. For Low Income Home Energy Assistance Program (LIHEAP), call (800) 344-3574. For Low Income Usage Reduction Program (LIURP), call (800) 675-0222.

Dispute Resolution: In the event of a billing dispute or a disagreement involving this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact the LDU regarding any billing dispute and should contact Tomorrow Energy in writing at 3151 Briarpark Drive, Suite 100, Houston, Texas, 77042, or by telephone at (888) 682-8082 for any terms of service dispute. If, after discussing your problem with Tomorrow Energy or the NGDC you remain dissatisfied, you may file an informal complaint with the PA Public Utility Commission by telephoning the Utility Choice Hotline at (800) 692-7380 or by writing to the following address: PA Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120.

Arbitration: Any dispute arising out of or relating to this contract, or the breach thereof, that cannot be resolved by negotiation between the parties or by the above Disputes Resolution process shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered may be entered in any court of competent jurisdiction. The arbitration shall be conducted in Pittsburgh, Pennsylvania.

Agency: Customer appoints Tomorrow Energy as its agent to acquire the supplies necessary to meet its gas needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the LDU needed to deliver gas to the Customer's premises.

Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force.

Delays or Failure to Exercise Rights: No partial performance, delay or failure on the part of Tomorrow Energy in exercising any rights under this Agreement shall constitute a waiver of such rights or any other rights hereunder.

Taxes and Laws: Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

Acceptance and Amendments: This Agreement shall not become effective until accepted by Tomorrow Energy. Tomorrow Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, Customer may terminate this Agreement prior to the date such change becomes effective without penalty. Tomorrow Energy will supply Customer with a current version of this document annually and upon request.

Force Majeure: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to

prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDU or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

Assignment: You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Tomorrow Energy. Tomorrow Energy may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Tomorrow Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Tomorrow Energy; and/or (d) transfer or assign this Agreement to a PA PUC-certified NGS. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Tomorrow Energy shall have no further obligations hereunder. Should Tomorrow Energy assign this Agreement, Tomorrow Energy will provide you with prior notice of such assignment. Such notice will include the name of your new natural gas supplier, the contact information of your new natural gas supplier, and a statement that your contract terms and conditions remain unchanged.

Limitations of Liability: Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party shall be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived. These limitations apply without regard to the cause of any liability or damage, including the negligence of Tomorrow Energy. There are no third-party beneficiaries to this Agreement.

Representations and Warranties: The natural gas sold under this Agreement will meet the applicable LDU's standards and may be supplied from a variety of sources. Unless otherwise expressly set forth in this Agreement, Tomorrow Energy provides and Customer receives no warranties, express or implied, statutory, or otherwise and Tomorrow Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Governing Law: This Agreement shall be governed by, enforced and performed in accordance with the rules of PA PUC and the laws of the Commonwealth of Pennsylvania. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and natural gas shall be a "good" for purposes of the UCC.

Contact Information: For questions concerning your rate, service initiation, or service cancellation, please contact Tomorrow Energy.

Tomorrow Energy Corp	**Public Utility Commission of Pennsylvania (PA PUC)**
Internet Address: www.TomorrowEnergy.com **Address:** 3151 Briarpark Drive, Suite 100 Houston, Texas 77042 **Customer Service:** Phone: (888) 682-8082 Fax: (800) 256-6181 **Operating Hours:** Monday – Friday 8:00 AM – 5:00 PM EST	**Address:** PO Box 3265 Harrisburg, PA 17105-3265 **Utility Choice Hotline:** (800) 692-7380

Default Service Provider: In the event of a gas leak, please contact your Natural Gas Distribution Company.

National Fuel Gas	
Customer Service: 1-814-871-8200	**Emergency Outage:** 1-800-444-3130