Tomorrow Energy Corp

MARYLAND RESIDENTIAL & SMALL COMMERCIAL

ELECTRIC SALES AGREEMENT AND TERMS OF SERVICE

The following is your Terms of Service Agreement (together with the Contract Summary, the "Agreement") with Tomorrow Energy for the purchase of energy service.

Tomorrow Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Local Distribution Utility (LDU). Tomorrow Energy is an Electricity Supplier (ES) and will supply energy for your residence or business address enrolled under this Agreement, as specified in the Contract Summary which is hereby made an integral part of the Agreement. By enrolling for service with Tomorrow Energy, you agree to be bound by this Agreement and pay for the energy 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. Please retain this Agreement and Contract Summary for your records.

Tomorrow Energy is licensed as an Electricity Supplier by the Maryland Public Service Commission ("PSC") under license number IR-3079.

Service Term and Product Selection: Depending on which plan you have selected, your service under this Agreement is provided under either a fixed-rate ("term") product or a variable-rate ("month-to-month") product. Unless otherwise agreed to in writing or other form as authorized by PSC, your rate and minimum term will be disclosed to you in your Contract Summary, along with any applicable monthly recurring fees. This Agreement does not cover charges from your Local Distribution Utility.

If you are a new customer, the product selected at time of enrollment will become effective on the day your service begins with Tomorrow Energy, 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 on the next meter read date after the request to switch to the new plan.

Term products shall commence for a term as specified in the Contract Summary. A contract-expiration notice will be sent to you at least thirty (30) days prior to the end of your contract term. If you fail to take action to ensure the continued receipt of retail energy service upon the contract's expiration, you will automatically continue to be served by Tomorrow Energy pursuant to a variable-rate product on a month-to-month basis unless you select another product or retail energy supplier. You always have the option to choose another plan should this occur. Month-to-month products shall commence for a one (1) month term and thereafter rates are subject to change at the sole discretion of Tomorrow Energy. Variable rates are set in the sole discretion of Tomorrow Energy. There is no limit on how much the price may change from one billing cycle to the next. Month-to-month shall automatically renew for successive one (1) month periods unless either party notifies the other party of its desire not to renew, at least thirty (30) days prior to the next meter read date. To access your next rate contact Tomorrow Energy by telephone at (888) 682-8082 or visit www.TomorrowEnergy.com.

Customer understands and acknowledges that Product selection at enrollment is subject to Tomorrow Energy approval, based on the premise type and/or service class that was previously assigned to Customer's account by Customer's LDU. If the information received from the LDU does not match the requested Tomorrow Energy product, Customer agrees that Tomorrow Energy may switch the product type to match information received from the LDU, if such a product is currently offered by Tomorrow Energy. Customer understands that if the product is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and will have the ability to exercise your right of rescission as described below.

Price: Your price is as set forth in the Contract Summary.

Cancellation and Switching Procedures: Customer may cancel an Agreement, at any time. Customer may effect such cancellation by telephone at (888) 682-8082 or in writing to Tomorrow Energy, 3151 Briarpark Dr. Suite, 100 Houston, TX 77042, at least thirty (30) days prior to the intended date of termination. If you enrolled under a term product, you agree to remain a Customer of Tomorrow Energy until the term expires or you will be subject to an early termination fee of $75.00. 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 following the date on which Tomorrow Energy gives the LDU notice of your cancellation request. No cancellation fees apply to month-to-month Agreements.

Tomorrow Energy and/or your LDU 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; 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 thirty (30) days prior to the effective date of cancellation. It may take up to sixty (60) days for Customer's account(s) to be returned to the LDU depending on the LDU cancellation procedures.

Customer may cancel the Agreement without penalty by telephone at (888) 682-8082 or in writing at 3151 Briarpark Dr. Suite 100 Houston, TX 77042, if you move to another service location and provide evidence that you are moving, along with a forwarding address.

Billing and Payment: 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. Customer acknowledges that Customer billing and payment information may be provided to Tomorrow Energy. 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.

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. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

Energy Assistance Programs: For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance Program) call (800) 510-3102.

Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Tomorrow Energy in writing at 3151 Briarpark Dr. Suite 100 Houston, TX 77042, or by telephone at (888) 682-8082. A dispute or complaint relating to a customer account may be submitted by either party at any time to the PSC pursuant to its consumer complaint process. If after discussing your problem with Tomorrow Energy or the LDU and you remain dissatisfied, you may file an informal complaint with the Maryland Public Service Commission by phoning (800) 492-0474 or by writing to the following address: 6 St. Paul Street, 16th Floor, Baltimore, MD 21202.

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 through 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 Baltimore, Maryland.

Eligibility: 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.

Information Release Authorization: Customer acknowledges that customer billing and payment information may 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 energy usage. This may include Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. 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.

Agency: Customer appoints Tomorrow Energy as its agent to acquire the supplies necessary to meet its energy needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the LDU needed to deliver energy to the Customer's premises. These services are provided on an arm's-length basis and market-based compensation is included in the price noted in your Contract Summary.

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 without being invalidated in any way.

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 and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

Entire Agreement: This Agreement and the Contract Summary 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.

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 certified Energy Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. You will receive notice thirty (30) days before any assignment by Tomorrow Energy to a new supplier. Upon any such assignment, Customer agrees that Tomorrow Energy shall have no further obligations hereunder.

Limitations of Liability: Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither party will 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 energy service under this Agreement will meet the applicable LDU's standards and may be supplied from a variety of sources. Tomorrow Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Tomorrow Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

Governing Law: This Agreement shall be governed by, enforced and performed in accordance with the rules of PSC and the laws of the State of Maryland. 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 without penalty.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact Tomorrow Energy using the contact information below:

Tomorrow Energy Corp	**Maryland Public Service Commission (PSC)**
Internet Address: www.TomorrowEnergy.com **Address:** 3151 Briarpark Drive, Suite 100 Houston, Texas 77042 **Customer Service:** Phone: (888) 682-8082 Fax: (800) 256-6181	**Address:** 6 St. Paul Street 16th Floor Baltimore, MD 21202 **Phone Number:** (800)492-0474 **TTY (Hearing Impaired):** (800)201-7165

Operating Hours: Monday – Friday 8:00 AM – 5:00 PM EST	**Website:** www.psc.state.md.us/

In the event of a power outage, please call your Local Distribution Utility (LDU):

Southern Maryland Electric	
Customer Service: 1-888-440-3311	**Emergency Outage:** 1-888-440-3311