



Mirabito Natural Gas, LLC
The Metrocenter – 49 Court St.
P.O. Box 5306
Binghamton, NY 13903

5/25/2012

Secretary of the Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

A-2012-2312277

Subject: Mirabito Natural Gas, LLC Natural Gas Supplier (NGS) License Application Package

Dear Secretary of the Commission,

Please find enclosed four (4) original copies of the completed Natural Gas Supplier (NGS) License Application Package for Mirabito Natural Gas, LLC, as well as the required payment of three hundred fifty dollars (\$350.00). Please feel free to contact us at any time with any questions or concerns regarding the application.

Sincerely,


Jerome Canny, President & CFO

PA P.U.C.
SECRETARY'S BUREAU

2012 MAY 29 AM 10:54

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Mirabito Natural Gas, LLC, d/b/a _____, for approval to offer, render, furnish, or as a(n) [as specified in item #8 below] to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

A-2012-2312277

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are: Mirabito Natural Gas, LLC
49 Court St, PO Box 5306
Binghamton, NY 13902
Phone: 866-614-9373
Fax: 607-584-5133

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

N/A

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:
Justin Fisher, Division Manager. Phone: 607-352-2845, Fax: 607-584-5133
49 Court St, PO Box 5306, Binghamton, NY 13902
- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address telephone number and FAX number of the person with whom contact should be made by PEMA:
Justin Fisher, Division Manager. Phone: 607-352-2845, Fax: 607-584-5133
49 Court St, PO Box 5306, Binghamton, NY 13902
- 3.a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

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SECRETARY'S BUREAU

- b. **REGISTERED AGENT:** If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

- The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

or

- The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

- The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

or

- The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

The Applicant is a:

- domestic corporation (none)
 foreign corporation (15 Pa. C.S. §4124)
 domestic limited liability company (15 Pa. C.S. §8913)
 foreign limited liability company (15 Pa. C.S. §8981)
 Other _____

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Give name and address of officers.

See Attachment 1

The Applicant is incorporated in the state of New York.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement) Please see Attachment

Affiliate(s) of the Applicant doing business in Pennsylvania are:

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

Does the Applicant have any affiliation with or ownership interest in:

- (a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,
(b) any other Pennsylvania retail licensed electric generation supplier or license applicant,
(c) any Pennsylvania natural gas producer and/or marketer,
(d) any natural gas wells or
(e) any local distribution companies (LDCs) in the Commonwealth

If the response to parts a, b, c, or d above is affirmative, provide a detailed description and explanation of the affiliation and/or ownership interest.

Provide specific details concerning the affiliation and/or ownership interests involving:

- (a) any natural gas producer and/or marketers,
(b) any wholesale or retail supplier or marketer of natural gas, electricity, oil, propane or other energy sources.

See Attachment 1

Provide the Pa PUC Docket Number if the applicant has ever applied:

- (a) for a Pennsylvania Natural Gas Supplier license, or
(b) for a Pennsylvania Electric Generation Supplier license.

- If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

OR

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline.
 - municipal providing service outside its municipal limits.
 - local gas distribution company
 - retail supplier of natural gas services in the Commonwealth
 - a natural gas producer
 - Other. (Identify the nature of service being rendered.)

OR

- The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- supplier of natural gas services.
- Municipal supplier of natural gas services.
- Cooperative supplier of natural gas services.
- Broker/Marketer engaged in the business of supplying natural gas services.
- Aggregator engaged in the business of supplying natural gas services.
- Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.
Mirabito Natural Gas, LLC proposes to offer customers with natural gas supply options including, but not limited to, fixed pricing, index pricing and market rate pricing. Mirabito Natural Gas, LLC will procure gas supply and ensure gas is properly nominated, balanced, and scheduled for delivery to its customers.
10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services. UGI, UGI Penn Natural, UGI Central Penn and Valley Energy Inc.
11. **CUSTOMERS:** Applicant proposes to initially provide services to:
- Residential Customers
 - Commercial Customers - (Less than 6,000 Mcf annually)
 - Commercial Customers - (6,000 Mcf or more annually)
 - Industrial Customers
 - Governmental Customers
 - All of above
 - Other (Describe):
12. **START DATE:** The Applicant proposes to begin delivering services on 7/1/12
(approximate date).

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.

14. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.
15. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.
See Attachment 1
16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.
See Attachment 1
- a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Distribution Company, the Pennsylvania Public Utility Commission or other agencies.
- b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.
- c. If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.
17. **FINANCIAL FITNESS:**
- A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
See Attachment 1
- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
 - Published parent company financial and credit information.
 - Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.
 - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.
 - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - Audited financial statements
 - Such other information that demonstrates Applicant's financial fitness.
- B. Applicant must provide the following information:
- Provide proof of compliance with bonding/credit requirements for each NGDC the applicant is proposing to provide service in. This requirement is designated by each NGDC and can commonly be found in the NGDC supplier tariff.
 - Identify Applicant's chief officers including names and their professional resumes.

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

18. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by natural gas utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following: **See Attachment 1**

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.
- A copy of any Federal energy license currently held by the Applicant.
- Proposed staffing and employee training commitments.
- Business plans.

19. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2208(D). Transferee will be required to file the appropriate licensing application.

20. **UNIFORM STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission.

21. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- a. Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on an annual basis no later than 30 days following the end of the calendar year.

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 22 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive natural gas market.

22. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

23. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

24. **FEE:** The Applicant has enclosed the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

Applicant: Mirabito Natural Gas, LLC

By: *Jerome J. Canry*

Title: *President & CEO*

APPENDIX A

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

TAX CERTIFICATION STATEMENT

A completed Tax Certification Statement must accompany all applications for new licenses, renewals or transfers. Failure to provide the requested information and/or any outstanding state income, corporation, and sales (including failure to file or register) will cause your application to be rejected. If additional space is needed, please use white 8 1/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME Mirabito Natural Gas, LLC	2. BUSINESS PHONE NO. (607) 352-2800 CONTACT PERSON(S) FOR TAX ACCOUNTS: Todd K. Leppert
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3. TRADE/FICTITIOUS NAME (IF ANY)

4. LICENSED ADDRESS	(STREET, RURAL ROUTE, P.O. BOX NO.)	(POST OFFICE)	STATE)	(ZIP)
49 Court St	PO Box 5306	Binghamton	NY	13902

5. TYPE OF ENTITY **LLC** **SOLE PROPRIETOR** **PARTNERSHIP** **CORPORATION**

8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)	
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
Joseph Mirabito	[] [] [] - [] [] [] - [] [] [] [] [] []
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
Ross Mirabito	[] [] [] - [] [] [] - [] [] [] [] [] []
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
John Mirabito	[] [] [] - [a] [] [] - [] [] [] [] [] []
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
William Mirabito	[] [] [] - [] [] [] - [] [] [] [] [] []
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
Richard Mirabito	[] [] [] - [] [] [] - [] [] [] [] [] []

9. LIST THE FOLLOWING STATE TAX IDENTIFICATION NUMBERS. (ALL ITEMS: A, B, AND C MUST BE COMPLETED).

A. SALES TAX LICENSE (8 DIGITS) APPLICATION PENDING N/A [8] [5] - [6] [9] [5] [9] [9] - [6] <input type="checkbox"/> <input type="checkbox"/>	C. CORPORATE BOX NUMBER (7 DIGITS) APPLICATION PENDING N/A [] [] [] [] [] [] [] <input checked="" type="checkbox"/> <input type="checkbox"/>
B. EMPLOYER ID (EIN) (9 DIGITS): APPLICATION PENDING N/A [] [] [] - [] [] [] [] [] [] [] [] [] <input type="checkbox"/> <input checked="" type="checkbox"/>	

10. Do you have PA employes either resident or non-resident? YES NO

11. Do you own any assets or have an office in PA? YES NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS

Todd K Leppert PA SALES AND USE TAX	Todd K Leppert EMPLOYER TAXES	Todd K Leppert CORPORATE TAXES
PHONE 607-352-2887	PHONE 607-352-2887	PHONE 607-352-2887

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers: (717) 772-2673, TDD# (717) 772-2252 (Hearing Impaired Only)

Mirabito Natural Gas, LLC NGS License Application – Attachment 1

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

Mirabito Natural Gas, LLC (Applicant) is a foreign limited liability company incorporated in New York State. Its officers are:

Jerome Canny, Chief Financial Officer
49 Court St, PO Box 5306
Binghamton, NY 13902
Telephone: 607-352-2919
FAX: 607-584-5130

Justin Fisher, Division Manager
49 Court St, PO Box 5306
Binghamton, NY 13902
Telephone: 607-352-2845
FAX: 607-584-5133

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

Mirabito Natural Gas, LLC (Applicant) is owned by five (5) individuals who also own Mirabito Holdings, Inc. and a number of other entities (see attached confidential Legal Entities Structure).

Applicant has a sister affiliate, Mirabito Regulated Industries, LLC, that owns fifty percent (50%) of Leatherstocking Gas Company, LLC and Leatherstocking Pipeline Company, LLC. Corning Natural Gas Corp. (CNIG.OB), a publicly traded NYS local distribution company (LDC), owns the other fifty percent (50%) of these two entities. Leatherstocking Gas Company, LLC is a startup LDC that is not yet operational. Leatherstocking Pipeline Company, LLC is a startup unregulated natural gas delivery company intended to serve one (1) customer that is also not yet operational.

Mirabito Holdings, Inc., a sister affiliate of Applicant, owns approximately 9% of the outstanding shares of Corning Natural Gas Corp. As previously mentioned, Corning Natural Gas Corp. owns fifty percent (50%) of Leatherstocking Gas Company, LLC and Leatherstocking Pipeline Company, LLC, which are seeking to do business in Pennsylvania.

Mirabito Holdings, Inc. is a wholesale and retail supplier/marketer of oil, propane and other energy sources in Northeastern US states, including Pennsylvania.

15. COMPLIANCE:

Applicant, affiliates, predecessors and persons identified in this Application have NOT been convicted of a crime involving fraud or similar activity. Mirabito Holdings, Inc operates a convenience store chain with 55+ locations and home heating fuel delivery business and has been named in the following suits over the past 5 years:

Date: 1/2012

Case: The Trustees of the Mercantile Self Insurance Trust by USA vs. Convenience Express Stores, Inc.

Result: Settled, but not yet dismissed

Date of loss: 11-5-11

Claimant: Phyllis Skokan

Type: Bodily Injury

Description: Phyllis Skokan after pumping her gas at pump #4 claim she tripped on lump in parking lot causing her to fall. Bruise to left knee.

Result: Claimant Filed a Summons & Complaint- claim is still in suit with small reserve of \$30,000 set for BI

Date of loss: 2-16-10

Claimant: Jacquelyn Sullivan

Type: Bodily Injury

Description: Jacquelyn Sullivan Kelly employee of Catholic Charities is claiming fumes from improper installation of furnace caused her injury, head, brain, respiratory etc.

Result: Claimant Filed a Summons & Complaint- claim is still in suit with small reserve of \$16,000 set for BI

Date of loss: 12-30-09

Claimant: Susan Mulligen

Type: Bodily Injury

Description: Slip & Fall. Susan Mulligen wearing high heel shoe slipped on wet floor causing her to fall- refused medical attention and went back to her office.

Result: Claimant Filed a Summons & Complaint- claim is still in suit. Company reserve set \$50,000

Date of loss: 12-21-09

Claimant: Donna Calhoun

Type: Bodily Injury

Description: Slip & Fall. Donna Calhoun tripped on rug when entering the store, she landed on her left shoulder. Note she had prior injury as she was wearing a splint on her right foot. Taken to hospital.

Result: Company who placed the rug in store entrance picked up full liability -as it was their rug that caused this injury. Claimant Filed a Summons & Complaint- claim is still in suit.

Date of loss: 10-12-09

Claimant: Verna Miller

Type: Bodily Injury

Description: Slip & Fall. Verna Miller claims she slipped on the speedy dry that was near pump causing her to fall. Note she has prosthesis on left leg claims her left stump was hurt and left wrist.

Result: Claimant Filed a Summons & complaint. Claim was settled by Mediation Services out of court for \$147,500.

Date of loss: 3-15-09

Claimant: Patrick Christopher

Type: Property Damage

Description: Failure to deliver fuel Patrick Christopher recd damage to his home when his carrier alleges his frozen pipes were due to MFG failure to deliver fuel to this seasonal dwelling \$106,401.80 claimed in damages.

Result: Claimant Filed a Summons & complaint- claim is still open and in suit. Current reserve set: \$82,500

Date of Loss: 3-14-09

Claimant: Jody Foster

Type: Bodily Injury

Description: Slip & Fall. Jody Foster claims she stepped on ice near left side of entrance and fell on her left side hurting arm & shoulder. No one at store saw this incident.

Result: Claimant Filed a Summons & complaint- claim is still open and in suit. Current reserve set \$50,000.

Date: 2/2009

Case: Gateway Energy Services Corporation vs. Mirabito Holdings Inc. (State Court of the Supreme Court of the County of Rockland)

Result: Settled, closed.

Date: 1/2009

Case: CCMS 2005 CDI Binghamton, LLC vs. Mirabito Holdings Inc. (State of New York Supreme Court of the County of Broome)

Description: Foreclosure action against landlord, Mirabito was tenant

Result: It is believed is closed with no involvement from Mirabito.

Date: 1/2009

Case: Bon Ton vs. Granite Capital Holdings, Inc. (State of New York Supreme Court of the County of Broome)

Result: Settled, closed.

Date of loss: 11-2-08

Claimant: Branden Ward

Type: Bodily Injury

Description: Slip & Fall. Braden Ward while walking in parking stepped in pot hole and fell, refused medical attention at time said he would go to hospital later.

Result: Claimant filed Summons & complaint- File settled out of court for \$75,000.

Date of loss: 9-27-08

Claimant: Theodore Swart

Type: Bodily Injury

Description: Slip & Fall. Theodore Swart left store and slipped on edge of sidewalk and lost his balance & fell. Possible sprained or broken wrist.

Result: Claimant filed Summons & complaint- File settled out of court for \$2,500.

Date of Loss: 6-3-08

Claimant: Michael Block

Type: Bodily Injury

Description: Broken Tooth. Michael Block claims he broke his tooth when he ate his meat ball sub that Quickway made for him.

Result: Claimant filed Summons & complaint- File settled out of court for \$4,000.

Date of Loss: 1-5-08

Claimant: Louis Santoro

Type: Property Damage

Description: Furnace Puff Back. State Farm Insurance Company for claimant Louis Santoro, who claimed that Mirabito Fuel was responsible for a puff back that occurred on this property.

Result: State Farm filed a Summons & Complaint- file settled out of court for \$ 2,500

Date of loss: 4-10-07

Claimant: Lori Bertsch-Brustman

Type: Property Damage

Description: Mis-delivery of fuel. Lori Bertsch-Brustman claimed we delivered fuel & filled wrong tank. Placed fuel in underground tank that was no longer in use due to leaking claims. Caused a spill and property value damaged.

Result: Claimant filed Summons & complaint- File settled out of court for \$8,500.

Mirabito Holdings, Inc. has also been named in the following complains with the New York State Division of Human Rights (DHR) and U.S. Equal Employment Opportunity Commission (EEOC):

2012

None to-date.

2011

Cindy Jipson
EEOC (08/11)

No action necessary

2010

Jeremy Bennett
DHR (08/10)

Open

John Bofelos
DHR (11/10)

Dismissed, File Closed

2009

Steve Law
EEOC (09/09)

Open

Ashley Lopicollo fka Randall
EEOC (06/09)

To settle \$10,000.00

John Moran
DHR (02/09)
EEOC (04/09)

Dismissed
Dismissed

2008

Patrick Caputo
EEOC (12/08)

Dismissed

Adelle DeGouff
DHR

Settled \$15,000.00

a. Primary Contact:

Justin Fisher, Division Manager
49 Court St, PO Box 5306
Binghamton, NY 13902
Telephone: 607-352-2845
FAX: 607-584-5133

Secondary Contact:

Jerome Canny, President and Chief Financial Officer
49 Court St, PO Box 5306
Binghamton, NY 13902
Telephone: 607-352-2919
FAX: 607-584-5130

b. Please find attached sales agreement.

c. Please find attached disclosure statement.

17. FINANCIAL FITNESS:

A. Applicant is currently in start-up mode and funded by sister affiliate Mirabito Holdings, Inc. Mirabito Holdings, Inc. will be providing cross-corporate guarantees where necessary. Please find attached confidential audited financials for Mirabito Holdings, Inc. for 2010 and 2011, as well as the attached confidential Legal Entities Structure.

Applicant was approved as a natural gas supplier by the New York State Public Service Commission (NYSPSC) on May 2nd, 2011. Applicant has obtained approval and opened supply pools in New York State Electric & Gas (NYSEG) TCO and DTI territories. Applicant has approval to supply customers in National Grid (Niagara Mohawk) territory in New York pending initial customer pool. Application process with these utility companies required proof of financial fitness and creditworthiness.

B. Proof of compliance with bonding/credit requirements of NGDC:

- UGI – Applicant will provide cross-corporate guarantee by Mirabito Holdings, Inc. which satisfies 8.3 (d) of Supplier Tariff.
- UGI Penn Natural – Applicant will provide cross-corporate guarantee by Mirabito Holdings, Inc. which satisfies 8.3 (d) of Supplier Tariff.
- UGI Central Penn – Applicant will provide cross-corporate guarantee by Mirabito Holdings, Inc. which satisfies 8.2 of Supplier Tariff.
- Valley Energy, Inc – Applicant will provide financial statements, bank and trade references and required written attestations as outlined in Supplier Tariff, Creditworthiness, A. Information to Determine Creditworthiness, 1-5. Applicant has been approved by Valley Energy to operate on its NY facilities.

Applicant's President and Chief Financial Officer, Jerome Canny, previously held the same position for Mirabito Gas & Electric, a natural gas and electricity supplier predecessor to Applicant that was eventually acquired by a larger natural gas and electricity supplier. The five owners of Applicant were also owners of Mirabito Gas & Electric.

Applicant's custodian for accounting records is:

Jerome Canny, Chief Financial Officer
49 Court St, PO Box 5306
Binghamton, NY 13902
Telephone: 607-352-2919
FAX: 607-584-5130

18. TECHNICAL FITNESS:

Applicant's President and Chief Financial Officer, Jerome Canny, previously held the same position for Mirabito Gas & Electric, a natural gas and electricity supplier predecessor to Applicant that was eventually acquired by a larger natural gas and electricity supplier. The five owners of Applicant were also owners of Mirabito Gas & Electric. Applicant's Division Manager, Justin Fisher, has 2 years of experience managing a *natural gas and electricity brokerage business for Mirabito Holdings, Inc in New York State. This business has over 2,500 customers, including residential, small commercial, large commercial, industrial and municipal.* Russell Southard, an advisor to Applicant, has 14 years experience with New York State Electric & Gas (NYSEG), managed Mirabito Gas & Electric for 8 years, and has 4 years experience with a natural gas and electricity brokerage business with Mirabito Holdings, Inc in New York State.

Applicant was approved as a natural gas supplier by the New York State Public Service Commission (NYSPPSC) on May 2nd, 2011. Application requirements for NYSPSC included sales agreements, marketing standards, sample invoices, etc. Applicant has opened supply pools in New York State Electric & Gas (NYSEG) TCO and DTI territories and in National Grid (Niagara Mohawk) territory in NY.

Applicant has contracted with Enhanced Energy Services to perform nominating and balancing functions as well as assist in procurement. Enhanced Energy Services currently manages nearly \$500 million in energy assets.

Applicant has contracted with EC Infosystems Inc. to perform Electronic Data Interchange (EDI) services. EC Infosystems is the leader in this market, processing several million transactions per month to over 70 utilities in 19 states for more than 150 clients.

Mirabito Natural Gas, LLC Customer Disclosure Statement
Rev: 5/16/2012

Background

- Mirabito Natural Gas, LLC is licensed by the Pennsylvania Public Utility Commission to offer natural gas supply services in Pennsylvania under PUC license numbers are: X-XXXX-XXXXXXX
- Mirabito Natural Gas, LLC will set the supply prices that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- You can choose to receive a single bill from your distribution company ("NGDC") that includes our supply charges as well as the NGDC's delivery charges or have our charges billed separately.

Definitions

- **Commodity Charges** - The charges for the natural gas product which is sold either in cubic feet, therms, or dekatherms.
- **Natural Gas Distribution Charges** - The charges from the NGDC for the delivery of natural gas from the city gate to the consumer
- **Natural Gas Distribution Company (NGDC)** - Your local natural gas utility

Terms of Service

1. Basic Service Prices - You will pay a per unit rate (ccf, Mcf, therm or Dth) for the natural gas commodity. Commodity charges exclude Pennsylvania sales tax, if applicable

Product Descriptions:

- **Market Price** = a variable price per unit. The per unit price varies daily based on NYMEX wholesale market price conditions (or another market pricing point) and transmission costs.
- **Indexed Price** = a variable price per unit that varies daily based the established indices. The price per unit varies daily based on NYMEX wholesale market price conditions (or another market pricing point agreed upon by Mirabito Natural Gas, LLC and customer) and transmission costs.
- **Fixed Price** = a fixed price per unit that is set for the duration of the agreement.

2. Length of Agreement - You will buy your supply service from Mirabito Natural Gas, LLC beginning on a date set by your distribution company and will continue for a term as identified in the agreement. If you are served on the Market Price option, your agreement remains in effect month-to-month until either party cancels.

3. Special Terms and Conditions

- All Mirabito Natural Gas, LLC products and promotions are limited time offers and Mirabito Natural Gas, LLC reserves the right to withdraw specific products and/or special promotions without notice.
- Companies reserve the right to change provisions and terms and conditions in response to PUC regulatory changes and requirements or NGDC tariff changes which may affect our ability to serve Customer under the existing terms and conditions. In such instances, we reserve the right to alter contract terms and conditions with a 30-day notice.

4. Special Services - Mirabito Natural Gas, LLC offers additional services that are available separately and priced separately from your supply services. Please call us for specific offers and programs that may be available in your area.

5. Penalties, Fees and Exceptions - Mirabito Natural Gas, LLC may, at its sole discretion, assess a cancellation penalty to customers canceling service of any product (with the exception of the Market Price option) within the term. This fee does not include any charges by the NGDC resulting from Customer's early cancellation. Cancellation Penalty; the greater of (a) \$150.00 or (b) a fee based on the remaining value of the agreement and may include the cost of terminating supply arrangements made on Customer's behalf.

6. Cancellation Provisions - Customers, including those served on a market rate agreement, must notify Mirabito Natural Gas, LLC directly (by telephone or in writing) regarding the cancellation of their active agreement at least 30 days in advance of their planned cancellation date. Customers cancelling service within the contract term may be assessed an early termination fee in accordance with section 5. The Company will notify the customer at least 30 days in advance of the cancellation date if the active agreement is cancelled for any reason. Customers who are terminating their contract as a result of relocation have the option to transfer their agreement to their new location (if within the same service territory). If the customer is moving outside of the service territory, the contract will be cancelled and customers may be subject to the early termination fee.

7. Agreement Expiration/Change in Terms - If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last two bills or in separate mailings between 45 and 90 days before the expiration date of the effective changes. We will explain your options in these two (2) advance notices, including renewal options with us.

8. Billing - If elected, you will continue to receive a single bill (consolidated bill) from your NGDC that will contain their charges and our charges, including any applicable late payment fees, applicable taxes and billing terms. Invoices will be due according to the NGDC's

billing schedule. You can also decide to be invoiced directly (dual billed) from Mirabito Natural Gas, LLC for our charges plus applicable taxes. Our payment terms are net 20 days. If a Company issued invoice is not paid in full by the due date, partial payments will be applied to the outstanding balance. The unpaid balance will be subject to a late fee of 1.5% monthly after the due date. If you fail to pay your bill in a timely manner we may cancel this agreement upon 10 days written notice.

9. Information Disclosure- By signing this agreement, you authorize your NGDC to release to us any account information including historical usage information, account number and payment history. Service is subject to a credit review and approval by Mirabito Natural Gas, LLC through the term of this agreement.

10. Confidentiality- You agree to keep the terms and provisions of this Agreement confidential except to the extent you are required by law to disclose such information. Further, you will provide written notification to Mirabito Natural Gas, LLC 30 days in advance of any disclosure, except for municipal customers required by law to make disclosure sooner. Municipal customers must notify us as soon as possible.

11. Force Majeure- Except as otherwise set forth herein, Force Majeure is the only excuse for non-performance and all other excuses (at law or in equity) are waived. Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties' performance during the event. "Force Majeure" means those events not reasonably anticipated on the effective date hereof and outside the control of the claiming party and include "Force Majeure" events associated with the NGDC, the commodity supplier or others used to deliver natural gas or electricity to Customer's facility, curtailment or disruption by the NGDC, the commodity supplier or the NGDC's appropriation of either natural gas or electricity.

12. Dispute Procedures – Please contact Mirabito Natural Gas, LLC first with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

13. Contact Information

Supplier Name:

Mirabito Natural Gas, LLC, 49 Court St, PO Box 5306, Binghamton, NY 13902, 1-866-614-9373 , www.mirabito.com

Provider of Last Resort Name/Address:

UGI/UGI Central Penn/UGI Penn Natural; 2525 N. 12th St, Suite 360, Reading, PA 19612-2677, 1-610-796-3425

Valley Energy Inc; 523 South Keystone Avenue, Sayre, PA 18840-0340, 1-570-888-9664

Pennsylvania Public Utility Commission (PUC); P.O. Box 3265, Harrisburg, PA 17105-3265

Utility Choice Hotline Number: 1-800-692-7380



Telephone: 1-866-614-9373 Fax: 1-607-584-5133 info@mirabitonaturalgas.com
 49 Court St. P.O. Box 5306 Binghamton, NY 13902

COMMERCIAL NATURAL GAS SALES AGREEMENT – Pennsylvania

Customer Name ("Customer"):	
Mailing Address:	Billing Address (if different):
Contact Name:	Phone:
Fax:	Email:
Natural Gas Distribution Company ("NGDC" or "Utility"): 1)	NGDC Account Number(s): 2) 3)
Select Plan: <input type="checkbox"/> Variable Price Plan <input type="checkbox"/> Fixed Price Plan <input type="checkbox"/> Index Price Plan Billing Method: Select One	

CUSTOMER DISCLOSURE STATEMENT	
Price	Variable Price is subject to change each month. Fixed Price is a set price of \$_____ per therm. Index Price is the NYMEX settlement price plus a fixed-adder of \$_____ per therm.
Variable Price, Fixed Price, Index Price - How the price is determined	Variable Price reflects the wholesale cost of natural gas each month (including commodity, capacity, storage and balancing), transportation, other market price factors, all applicable taxes and fees, and Mirabito's costs, expenses and margin. Fixed Price includes all the above-stated price components and will not change throughout the Term of the Agreement. Index Price reflects the monthly NYMEX settlement price plus a fixed-adder based on load ratio, transportation costs, margin, and applicable taxes. All prices exclude Utility charges.
Agreement Term	The Initial Term of this Agreement will be for _____ month(s) beginning on the first available date that your Account is successfully enrolled with your NGDC. Start Date: _____
Process Customer may use to rescind this Agreement without penalty	Customer may rescind this Agreement by calling Mirabito toll-free at 1-866-614-9373 within three (3) business days of executing this Agreement (if executed in person), or within three (3) business days of receipt of confirmation of this Agreement (if enrolled via a telephonic or Internet-based sale) with no termination fee.
Late Payment Fee and method of calculation	Customer agrees to pay each invoice in full on or before due date or be subject to a late payment charge of 1.5% per month.
Provisions for renewal of this Agreement	All Variable Price Agreements will automatically renew on a month-to month basis for a subsequent <u>12</u> month term ("Renewal Term") and can be cancelled at any time. Fixed Price and Index Price Agreements will automatically renew under the Variable Price terms and conditions of this Agreement unless Mirabito obtains Customer's authorization (written or verifiable oral) agreeing to a subsequent Fixed Price or Index Price renewal term after Customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Fixed Price and Index Price Customers shall have three (3) business days from receipt of the first billing statement of Renewal Term to reject renewal terms and cancel renewal agreement.
Guaranteed savings	Not applicable.

By entering into this Agreement, Customer agrees the terms above (along with the attached Terms and Conditions and Mirabito Natural Gas, LLC Customer Disclosure Statement provided) and authorizes Mirabito Natural Gas, LLC to act as Customer's agent in dealing with the Utility.

MIRABITO NATURAL GAS, LLC	CUSTOMER:
Signed By:	Signed By:
Name: Justin Fisher – Division Manager	Name:
Date:	Date:

Terms and Conditions

Agreement to Sell and Purchase Natural Gas - This is an Agreement between Mirabito Natural Gas, LLC ("Mirabito" or "Seller") and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Mirabito (the "Agreement"). Subject to the terms and conditions of this Agreement, Mirabito agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Mirabito, necessary to meet Customer's requirements based upon consumption data obtained by Mirabito or the delivery schedule of the Natural Gas Distribution Company (the "NGDC" or "Utility"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Mirabito or the NGDC's delivery schedule. The NGDC will continue to deliver the gas supplied by Mirabito.

Customer Acknowledgements - Customer ("Customer," "you," or "your") acknowledges the following:

- That any sales representative with whom Customer has spoken represents Mirabito Natural Gas, LLC, and is not from the Utility;
- That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account; and
- That your NGDC will continue to deliver your natural gas and provide you with your natural gas bill unless otherwise agreed to in writing.

Term - This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Mirabito is deemed effective by the NGDC, and shall continue for the term specified (the "Initial Term"). For Variable Rate, this Agreement will automatically renew on a month-to-month basis at the same terms. For Fixed Price and Index Price Customers, this Agreement will renew on a month-to-month basis under this Agreement's Variable Price Terms and Conditions, including price unless Mirabito sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal of this Agreement without incurring an early termination fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 1-866-614-9373. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call Mirabito at 1-866-614-9373 or call their delivery company to terminate the agreement.

Price - The price for all natural gas sold under this Agreement shall be calculated as described in the Customer Disclosure Statement. Mirabito will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the Utility, and Customer will pay each invoice in full within 15 days of the invoice date or be subject to a late payment charge of 1.5% per month. If Customer fails to pay each invoice in full within 15 days of the invoice date, then, in addition to any other remedies that it may have, Mirabito may terminate this Agreement upon 15 calendar days written notice to Customer. For Fixed Price and Index Price service, if usage in any month exceeds the level of usage in the same month in the previous year by ten percent or more ("Base Load"), the Customer, at Mirabito's option, may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more of the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs or balancing costs.

Billing and Payment - Customer may receive a single bill for both commodity and delivery costs from either Mirabito or the NGDC, or the NGDC and Mirabito may each invoice Customer separately. Failure to make full payment of Mirabito charges due on any consolidated bill prepared by the NGDC for Mirabito will be grounds for disconnection of utility services and commodity service in accordance with PAPUC rules and regulations on the termination of service. Buyer shall make full payment within Fifteen (15) days of the invoice date. A \$35 fee will be charged for all returned payments. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.

Credit - Customer agrees to provide its financial information as MNG reasonably requests from time to time for the purpose of assessing and monitoring Customer's financial condition. In the event that a deposit is required, MNG will pay interest as may be required by applicable laws and/or regulations.

Customer Agent - Customer authorizes Mirabito to act as Customer's designated agent for the arrangement for delivery and transportation of natural gas from transfer point(s) to the respective NGDC's City Gate. Mirabito will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing.

Delivery Point, Title, and Taxes - All natural gas sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Mirabito.

Termination - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to the NGDC for commodity supply service, and Customer is liable for all Mirabito charges until Customer's switch to the NGDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the NGDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. If we terminate this Agreement due to breach or nonpayment, you may be charged an early termination fee ("Early Termination Fee"), as specified in the Customer Disclosure Statement or as listed in the Renewal Notice, in addition to any energy charges you may already owe. An Early Termination Fee shall become due and payable immediately upon the effective date of the termination of service to the account(s).

Measurement - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of natural gas as supplied and reported by the Utility.

Consumer Protections - The services provided by Mirabito to Customer are governed by the terms and conditions of this Agreement. Mirabito will provide at least 15 calendar days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Mirabito at 1-866-614-9373.

Terms and Conditions

Contact Us - You may contact Mirabito Natural Gas, LLC Customer Service Department at 1-866-614-9373 between 8 a.m. – 8 p.m. ET Monday–Friday. Hours subject to change. You may write to us at: Mirabito Natural Gas, LLC, 49 Court St. P.O. Box 5306, Binghamton, NY 13902, or e-mail us at info@mirabitonaturalgas.com.

No Warranties - Unless otherwise expressly set forth in this Agreement, Mirabito provides and Customer receives no warranties, express or implied, statutory, or otherwise and Mirabito specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Force Majeure - In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's NGDC or Mirabito transportation capacity, or Customer's NGDC appropriation of natural gas, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

Liability - Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. All other remedies at law or in equity are hereby waived. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims, lost profits or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise any cause of action or claim for any liability, arising from a breach of this Agreement.

Dispute Resolution - In the event of a billing dispute or a disagreement MNG's service, Customer should contact MNG's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. You may call the PA PUC if you are not satisfied after discussing your terms with us.

Assignment - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Mirabito's prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Mirabito Natural Gas, LLC, or any other approved ESCO or other entity authorized by the PAPUC. This Agreement shall be binding on each party's successors and legal assigns.

Governing Law - This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Mirabito is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Mirabito shall have the right to cancel this Agreement on 15 calendar days notice to Customer.

Information Release Authorization - You authorize Mirabito to obtain and review information regarding your credit history from credit reporting agencies and the following information from the Utility: your consumption history; billing determinant; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by us to determine whether we will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. The Enrollment Consent or execution of this Agreement shall be deemed to represent your authorization for the release of this information to us. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to us or calling Mirabito at 1-866-614-9373. Mirabito reserves the right to cancel this Agreement on 15 calendar days' notice in the event you rescind such authorization.

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.

Delay or Failure to Exercise Rights - No partial performance, delay or failure on our part 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.

Taxes and Laws - Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, shall be paid by the Customer. Any lawful tax exemption will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.

Natural Gas Emergencies - In the event of a natural gas emergency or service interruption, contact your local NGDC at one of the telephone numbers listed below. You should also contact your local emergency personnel.

UGI/UGI Central Penn/UGI Penn Natural; 2525 N. 12th St, Suite 360, Reading, PA 19612-2677, 1-610-796-3425

Valley Energy Inc; 523 South Keystone Avenue, Sayre, PA 18840-0340, 1-570-888-9664

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on December 10, 2010.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

CSC 45
DRAFT

10 12 10 000 94

ARTICLES OF ORGANIZATION
OF
MIRABITO NATURAL GAS, LLC

Under Section 203 of the Limited Liability Company Law

- FIRST:** The name of the Limited Liability Company is Mirabito Natural Gas, LLC.
- SECOND:** The purpose for which the Company is to be formed is to carry on any lawful act or activity for which limited liability companies may be organized pursuant to the Limited Liability Company Law.
- THIRD:** The county within this state in which the office of the Limited Liability Company is to be located is Broome County.
- FOURTH:** The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the Limited Liability Company served upon him or her is:

HINMAN, HOWARD & KATTELL, LLP
80 Exchange St., 7th Floor
Binghamton, NY 13901
Attention: Ann B. Cianflone

IN WITNESS WHEREOF, these articles have been subscribed this 9th day of December, 2010, by the undersigned.

/s/ Ryan M. Mead
By: Ryan M. Mead
Its: Organizer
Address: 80 Exchange Street, 7th Floor
Binghamton, New York 13901

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ARTICLES OF ORGANIZATION

OF

MIRABITO NATURAL GAS, LLC

Under Section 203 of the Limited Liability Company Law

Filed by: Ryan M. Mead
Hinman, Howard & Kattell, LLP
80 Exchange Street, 7th Floor
Binghamton, New York, 13901

Case # 604542 MPJ

2010 DEC 10 AM 10:14

FILED

cc
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED DEC 10 2010

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 Search Date: 5/25/2012 Search Time: 12:46

Click on the Business Entity Name or Entity Number to view more information.

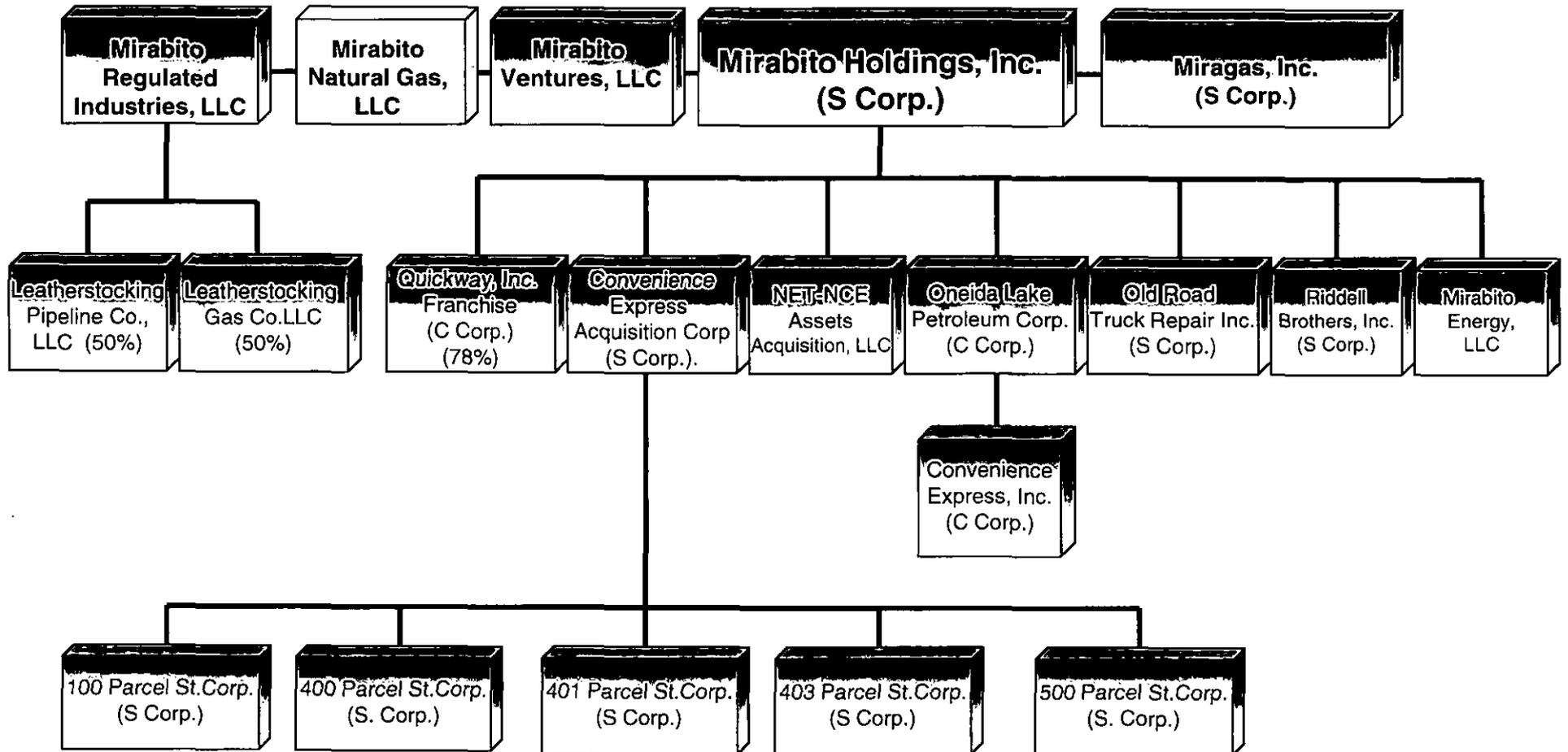
Business Entity Name	Entity Number	Type	Status	Entity Creation Date
Mirabito Energy Products	3804321	Fictitious Names	Active	4/17/2008
Mirabito Natural Gas, LLC	4109498	Limited Liability Company	Active	5/3/2012
MIRABITO PROPERTIES INC.	2880646	Business Corporation	Active	6/3/1999

Records Revealed 1 to 3 Only



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 Commonwealth of PA Privacy Statement

Legal Entities Structure



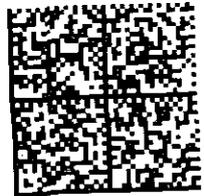
Mirabito

ENERGY PRODUCTS

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Binghamton, NY 13902-5306

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