

# CRIGINAL

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# DOCUMENT FOLDER

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

June 26, 2013

Pennsylvania Public Utility Commission Secretary of the Commission Keystone Building, 400 North Street Harrisburg, PA 17120

RE: Tiger Natural Gas, Inc., Filing/License # A-125081
Amendment to 'Customer Class' – adding Residential to our potential customer base.

Secretary of the Commission:

Please accept this letter, and the attached filing as our request to include Residential customers to our potential customer class options.

Tiger Natural Gas, Inc. was originally approved in April 2000 to serve natural gas to all customer classes. Accordingly Tiger served notice in the applicable newspapers in the area reflecting our intent to supply natural gas to the general public, and no protests were received. A copy of the original notices are included in this filing.

In December 2000, Tiger requested the Pennsylvania Public Utility Commission to list Tiger as serving commercial and industrial customers only. Tiger continues to serve only commercial and industrial customers at this time, but we now hope to enter the residential market as well.

Please do not hesitate to contact me if you have any questions or if additional information is needed.

Thank you for considering this amendment request.

Sincerely,

Teresa Walker

Chief Financial Officer, Tiger Natural Gas, Inc. 1422 E 71<sup>st</sup>, Suite J

Tulsa, Ok 74136

Phone 918-491-6998 Fax 918-491-6659

twalker@tigernaturalgas.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

SION

Application of TIGER NATURAL GAS, INC. TIGER, INC.

Application of \_\_\_\_\_, 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:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

TIGER NATURAL GAS, INC. 1422 E. 71ST, SUITE J TULSA, OK 918 491-6998 918 491-6659

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.

- 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: TERESA WALKER, TIGER NATURAL GAS, INC., 1422

  EAST 71ST, SUITE J, TULSA, OK 74136

  918 491-6998, 918 491-6659
  - 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:

    TERESA WALKER, TIGER NATURAL GAS, INC., 1422 EAST 71ST, SUITE J, TULSA, OK 74136, 918
    491-6998, 918 491-6659 FAX
- 3.a. ATTORNEY: If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

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PA PUBLIC UTILITY COMMISSION 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:				
	RICK TESSMER, PITTSBURGH OFFICE, 119 RIVERCREST DR., MOON TOWNSHIP, PA 15108				
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. LORI NALLEY, PRESIDENT  ROBERT SMITH, EXECUTIVE VICE PRESIDENT  DEBORAH SMITH, SECRETARY/TREASURER  TERESA WALKER, CHIEF FINANCIAL OFFICER
The Applicant is incorporated in the state of _OKLAHOMA  6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA: (select and complete appropriate statement)
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 th 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.
Provide the Pa PUC Docket Number if the applicant has ever applied:  (a) for a Pennsylvania Natural Gas Supplier license, or  A-125081 VALID 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):

(b) for a Pennsylvania Electric Generation Supplier license.

9.	PROPOSED SERVICES: Generally describe the natural gas services which the Applicant proposes to offer.  TIGER HAS BEEN PROVIDING NATURAL GAS SERVICES TO COMMERICIAL CUSTOMERS, AND IS WISHING TO AMEND OUR LICENSE TO INCLUDE RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS. WE ARE WANTING TO BECOME A CHOICE SUPPLIER.
10.	SERVICE AREA: Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.  ALL
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

13. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120-1921

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street

Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120

Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946

Any of the following Natural Gas Distribution Companies through whose transmission and distribution

Harrisburg, PA 17101

facilities the applicant intends to supply customers:	
Valley Energy Inc.	National Fuel Gas Distribution Corp.
Robert Crocker	David D. Wolford
523 South Keystone Avenue	6363 Main Street
Sayre, PA 18840-0340	Williamsville, NY 14221
PH: 570.888-9664	PH: 716.857.7483
FAX: 570.888.6199	FAX: 716.857.7479
email: rcrocker@ctenterprises.org	email: wolfordd@natfuel.com
UGI Central Penn	Peoples Natural Gas Company LLC
David Beasten	Lynda Petrichevich
2525 N. 12 <sup>th</sup> Street, Suite 360	375 North Shore Drive, Suite 600
Reading, PA 19612-2677	Pittsburgh, PA 15212
PH: 610.796.3425	email: Lynda.w.petrichevich@peoples-gas.com
FAX: 610.796,3559	PH: 412.208.6528
	FAX: 412.208.6577
Peoples TWP LLC (Formerly T. W. Phillips)	UGI
Andrew Wachter	David Beasten
375 North Shore Drive, Suite 600	2525 N. 12 <sup>th</sup> Street, Suite 360
Pittsburgh, PA 15212	Reading, PA 19612-2677
PH: 724.431.4935	PH: 610.796.3425
FAX: 724.287.5021	FAX: 610.796.3559
email: Andrew.Wachter@peoplestwp.com	
UGI Penn Natural	Equitable Gas Company
David Beasten	Jerald Moody
2525 N. 12 <sup>th</sup> Street, Suite 360	225 North Shore Drive
Reading, PA 19612-2677	Pittsburgh, PA 15212-5352
PH: 610.796.3425	PH: 412.395,3209
FAX: 610.796.3559	FAX: 412,395.3335
PECO	Columbia Gas of Pennsylvania Inc.
Carlos Thillet, Manager, Gas Supply and Transportation	Thomas C. Heckathorn
2301 Market Street, S9-2	200 Civic Center Drive
Philadelphia, PA 19103	Columbus, OH 43215
email: carlos.thillet@exeloncorp.com	PH: 614.460.4996
PH: 215.841.6452	FAX:614.460.6442
	email: theckathorn@nisource.com
Philadelphia Gas Works	
Douglas Moser	
800 West Montgomery Avenue	
Philadelphia, PA 19122	
email: douglas.moser@pgworks.com	, i
PH: 215.684.6899	
FTI. 210.004.0098	

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.
- 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.
  - 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:
- 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:
  - The identity of the Applicant's officers directly responsible for operations, including names and their is 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.
- 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.

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Applicant:: TIGER NATURAL GAS, INC.

Title: President

## **AFFIDAVIT**

[Commonwealth/State] of OK	: : ss.
County of	:
TERESA WALKER , Affiant, being duly [sworn/affir	med] according to law, deposes and says that:
[He/she is theCHIEF_FINACIAL_OFFICER (Office of Affiant) of	TIGER NATURAL GAS (Name of Applicant);]
That he/she is authorized to and does make this affidavit for	said Applicant;]
That TIGER NATURAL GAS, INC., the Applicant herein, ac pursuant to this Application consistent with the Public Utility Code the Pennsylvania Consolidated Statutes; or with other applicable which may be issued verbally or in writing during any emergency to time in the course of doing business in Pennsylvania.	statutes or regulations including Emergency Order
That TIGER NATURAL GAS, THE Applicant herein, asserts managerial, and financial fitness to render natural gas supply serve that the Applicant will abide by all applicable federal and state Pennsylvania Public Utility Commission.	rice within the Commonwealth of Pennsylvania and
That TIGER NATURAL GAShe Applicant herein, certifies to the and in the past has paid, the full amount of taxes imposed by Article 2), known as the Tax Reform Act of 1971 and any tax implacknowledges that failure to pay such taxes or otherwise comply of the Commission to revoke the license of the Applicant. The AC Commission its jurisdictional natural gas sales for ultimate consumby the Commission. The Applicant also acknowledges that it is sufficient and records).	es II and XI of the Act of March 4, 1971 (P.L. 6, No. cosed by Chapter 22 of Title 66. The Applican with the taxation requirements of, shall be cause for applicant acknowledges that it shall report to the option, for the previous year or as otherwise required
Applicant, by filing of this application waives confidentiality with of the Department of Revenue, regardless of the source of the ir Revenue providing that information to the Pennsylvania Public Utili	formation, and shall consent to the Department o

That TIGER NATURAL GAS , the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, and the standards and billing practices of 52 PA. Code Chapter 56.

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Commission's Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief

Signature of Affiant

of official administering oath

Sworn and subscribed before me this

26TH day of J

19\_2013

My commission expires

Natural Gas Supplier License Application PA PUC Document # 139346 Updated May 2013

# **AFFIDAVIT**

10 111- 101- 1-1 - f	OK	•
[Commonwealth/State] of _		
TULSA	SS.	
County of	<u> </u>	,
TERESA WALKER	, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:	
[He/she is the $\underline{\underline{CHIEF}}$ FINA	ACIAL OFFIC Office of Affiant) of TIGER NATURAL GAS (Name of Applicant);]	
[That he/she is authorized t	to and does make this affidavit for said Applicant;]	
	wspapers on 04/23/00 :	se :
A copy of the notice as it app section (name, number or lette	peared in each of the above newspapers is attached. Noted on each copy is the newspaper er), if applicable, and the page number on which the notice appeared.	
	the Applicant will submit to the Commission the proof of publication from each the application filing was published as soon as it is available.	
	are true and correct to the best of his/her knowledge, information, and belief, and that to be able to prove the same at hearing.	
	Signature of Afflant	
Sworn and subscribed befo	ore me this $\_^{26}$ day of $\{}^{\text{JUNE}}$ , $19^{2013}$	
Sworn and subscribed befo		
Sworn and subscribed befo		
Sworn and subscribed befo  ECEIVED  JUN 2 6 2013		
ECEIVED	Signature of official administering oath  My commission expires  No. 11008928  No. 11008928	





Received at 2000-04-20 11:09:06 Receipt at 004K0063.001 Received Pages 2

THIS WILL CONFIRM RECEIPT OF YOUR FAX FROM THE PHILADELPHIA INQUIRER AND DAILY NEWS CLASSIFIED ADVERTISING DEPARTMENT.

Recruitment ads for Sunday will appear in the Inquirer print Classified section. The ad will also appear on our web site Job Flunter and CareerPath.com, a national data base for recruitment ads. This extra exposure on the Internet is only \$20. for in column liteface and one column disply ads, and only \$50. for 2 or more column full display ads.

YOUR FAX IS CONSIDERED YOUR INSERTION ORDER, FOR PRINT AND ONLINE, UNLESS YOU HAVE INDICATED THIS IS A REQUEST FOR COST AND/OR INFORMATION ONLY. IF THIS FAX IS FOR COST AND/OR INFORMATION ONLY, PLEASE BE SURE TO CONTACT YOUR SALES REP OR CALL 215-854-4779.

One of our Advertising Sales Reps will be calling to follow up this confirmation. If we do not have a number to reach you after 5 P.M. please call 215-854-4779.

Thank you for advertising in the Philadelphia Inquirer and/or Daily News and On-Line.

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

### Proof of Publication In The Philadelphia Inquirer Under Act. No 160, P.L. 877, July 9, 1976

STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA

Anna Dickerson being duly sworn, deposes and says that The Philadelphia Inquirer is a daily newspaper published at Broad and Callowhill Streets, Philadelphia County, Pennsylvania, which was established in the year 1829, since which date said daily newspaper has been regularly published and distributed in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regularieditions and issues of said daily newspaper on the following dates:

April 24, 2000

Affiant further deposes and says that he is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that he is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Annedickerso

Sworn to and subscribed before me this 24th day of April, 2000.

My Commission Expires:

NOTARIAL SEAL Margaret C. Ruchalski, Notary Public City of Philadelphia, Phila. County My Commission Expires May 27, 2002 Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE
Application of Tiger Natural Gas, Inc. For Approval To

By and through Counsel: Mr. Paul Kane Eller and Datrich Midway Building, Suite 200 2727 E. 21st St.

# RECEIVE

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

### Proof of Publication In The Philadelphia Inquirer-Under Act. No 160, P.L. 877, July 9, 1976

STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA

Anna Dickerson being duly sworn, deposes and says that The Philadelphia Inquirer is a daily newspaper published at Broad and Callowhill Streets, Philadelphia County, Pennsylvania, which was established in the year 1829, since which date said daily newspaper has been regularly published and distributed in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regularleditions and issues of said daily newspaper on the following dates:

April 24, 2000

Affiant further deposes and says that he is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that he is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

annadicterson

Swom to and subscribed before me this 24<sup>th</sup> day of April, 2000.

Mary Public Novary Public

My Commission Expires:

NOTARIAL (SEAL Margaret C. Ruchalski, Notary Public City of Philadelphia, Phila. County My Commission Expires May 27, 2002

#### Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

NOTICE
Application of Tigor Natural Gas, Inc. For Approval To
Offer, Render, Furnish Natural Gas Supply Services as a
Marketer/Eroker or Aggregator Engaged in The Buss
ness Of Supplying Natural Gas Supply Services, To The
Public In The Commonwealth Of Pennsylvania, Docket
No. A-125081.

On April 19, 2000, Tiger Natural Gas, Inc. filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a marketer engaged in the business of supplying natural gas. Tiger Natural Gas, Inc. proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Actions

and Competition Act.
The PUC may consider this application without a hearing, Protests directed to the technical or financial fitness of Tiger Natural Gas, Inc. may be filled within 15 days of the date of this notice with the Secretary of the PUC. P.O. Box 3265, Harrisburg, PA 17105-3265, You should send copies of any protest to Tiger Natural Gas, Inc. is attorney at the address listed below. Please include the PUC 3 "Gooket number" on any correspondence, which is A-125061.

T.

By and through Counsel: Mr. Paul Kana
Eller and Detrich
Midway Building, Suite 200
2727 E. 21st St.
Tulss, OK 74114
Phone: 918-747-8900
Eav. 918-747-855

# RECEIVED

JUN 2 6 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

#### OATH of PUBLICATION In THE MORNING NEWS And THE ERIE DAILY TIMES COMBINATION EDITION

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JUN 26 2013

PA PUBLIC UTILITY COMMISSION . SECRETARY'S BUREAU

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE
Application of Tiger Natural Gas, Inc. For Approvails Natural Gas Supply
Application of Marketer Supply
Natural Gas Supply
Natural Gas Supply
Natural Gas Supply

al. To Offer, Render, Furinish Natural Gas Supply Services as a Marketer/
Broker or Aggregator Engaged in The Business of Supply Services, To The Public in The Commonwealth of Pennsylvania, Docket No. A-125081.

On April 19, 2000, Tiger Natural Gas, Inc., filed an application with the Pennsylvania, Public, Utility Commission (PUC') for a license to provide natural gas supply services as a marketer, engaged in the business of supplying natural Gas, Inc., proposes, to sell natural gas, in Tiger, Natural Gas, Inc., proposes, to sell natural gas, and greated services throughout all of Pennsylvania Lunder, the provisions of the new Natural Gas Choice and Competition Act.

petition Act. Section and Com-petition Act. Section 3. The PUC may consider this copplication swithout and hearing. Protests direct-ed to the technical for fi-nancial affiness of Tiger. Natural Gaszina may be

nancial inness of a light, natural Gaszinac many be offied within 15 days of the date of this notice with the Secretary, of the BUC, P.O. Box 3265. Harrister of the BUC, P.O. Box 3265. Harrister of the secretary of the BUC, P.O. Box 3265. Harrister of the Company of the secretary of the days and the copies of any profest to figer Natural Gas, inc.'s attorney at the address. Tisted below, Pleose include the PUC's docket, number, on, any correspondence, which is A-125081.

By and through Course!

Mr. Paul Kane.

ELLER and DETRICH
Midway Building, Suite 200

2727 E. 21st St.

Tulsa, OK 7417.

TIGER NATURAL GAS, INC. 1-G W 41 ST SAND SPRINGS OK 74063

REFERENCE: L0001433 T WALKER

0000116357 PENNSYLVANIA PUBLICU

STATE OF PENNSYLVANIA) COUNTY OF ERIE SS:

Michael Mead being duly sworn, deposes and says that he is the Publisher of the Times Publishing Company, which publishes:

the Morning News, established, January 1957, and the Erie Daily Times, established April 1888, daily newspapers of general circulation, and published at Erie, Erie County, Pennsylvania, and that the notice of which the attached is a copy cut from said newspapers, was printed and published in the regular editions of said newspapers of the dates referred to below.

Affiant further desposes that he is duly authorized by THE TIMES PUBLISHING COMPANY, publisher of the Morning News and Erie Daily Times to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 04/23

AD SPACE: 61 LINE

Affiant of

TOTAL COST: FILED ON:

139.81 04/23/00

Sworn to and subscribed before me this

daw of

Notarial Seal Marybeth Swoger, Notary Public Erie, Erie County My Commission Expires Oct. 6, 2003

Member, Pennsylvania Association of Notaries

2000

# THE PATRIOT NEWS THE SUNDAY PATRIOT NEWS

# Proof of Publication

Under Act No. 587. Approved May 16, 1929

Commonwealth of Pennsylvania, County of Dauphin)

Michael Morrow being duly sworn according to law, deposes and says:

That he is the Assistant Controller of THE PATRIOT-NEWS CO., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 812 to 818 Market Street, in the City of Harrisburg, County of Dauphin, State of Pennsylvania, owner and publisher of THE PATRIOT-NEWS and THE SUNDAY PATRIOT-NEWS newspapers of general circulation, printed and published at 812 to 818 Market Street. in the City, County and State aforesaid; that THE PATRIOT-NEWS and THE SUNDAY PATRIOT-NEWS were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday and Metro editions/issues which appeared on the 24th day(s) of April 2000. That neither he nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That he has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds in and for said County of Dauphin in Missellaneous Book "M", Volume 14, Page 317.

**PUBLICATION** COPY

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	LICUT		

PERNSYLVANIA

Application of Higer Natural Gas, Inc.
For Approval To Offer, Render, Furnish Natural
Gas Supply Services as a Marketer / Broker or Apprevalor Engaged in The Business
Of Supply Services as a Marketer / Broker or Apprevalor Engaged in The Business
Of Supply In Natural Gas Supply Services, To
The Public in The Commonwealth of Rennsylvania; Docket No. A-125081.
On April 19, 2000, Tiger Natural Gas, Inc.
Tiled an application, with the Pennsylvania
Public Utility Commission ("PUC!) for a viicense to provide natural gas supply services
as a marketer engaged in the business of supplying natural, gas. Tiger Natural Gas, Inc.
proposes to sell natural gas and related services throughout all of Pennsylvania, under
the provisions of the new Natural Gas Choice
and Competition Act.
The PUC may consider this application
without a hearing. Protests directed to the
technical or financial filness of Tiger, Natural
Gas, Inc. may be filled within 15 days of the
date of this inatice with the Secretary of the
PUC. P. O. Box 3265. Harrisburg. PA
17105-3265. You should send copies of any protests to Tilger, Natural Gas, Inc.
for the Secretary of the
PUC's docket number, ion any correspondence, which is A-125081.
By and through Counsel: Arr. Paul Kane
Eller and Detrich
Midway Bullding, Sulte 200
2727 E 21st ST.
Tulso, OK 74114
Phone: 918-747-2665

Fax: 918-747-2665

been duly paid.

Sworn to and subscribed before me this 25th day of April 2000 A.D.

Notadal Seat Terry L. Russell, Notary Public Harrisburg, Dauphin County My Commission Expires June 6, 2002

NOTARY PUBLIC

Member, Pennsylvania Association of Notaries

My commission expires June 6, 2002

TIGER NATURAL GAS, INC. 1-G WEST 41ST SAND SPRINGS, OK 74063

## Statement of Advertising Costs

To THE PATRIOT-NEWS CO., Dr.

For publishing the notice or publication attached

hereto on the above stated dates

161.12

Probating same

Notary Fee(s)

1.50

Total

\$

162.62

#### lisher's Receipt for Advertising

lisher of THE PATRIOT-NEWS and THE SUNDAY PATRIOT-NEWS, newspapers of general Freceipt of the aforesaid notice and publication costs and certifies that the same have THE PATRIOT-NEWS CO.

RECEIVED

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Ву	

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

•		
	No	Term, 19
Proof of Pul	blication of Notice in	Post-Gazette
Under Act No. 587, Approved May 16.		
Commonwealth of Pennsylvania, Counand says that the Post-Gazette, a newspand Commonwealth aforesaid, was esta in 1960 and the Pittsburgh Post-Gazette lished in 1786 and the Pittsburgh Poregularly issued in said County and that the same was printed and published in the Gazette a newspaper of general circulated and published in the county and that the same was printed and published in the Gazette and published in the county and that the county are considered and published in the county and the county are considered and published in the county are considered and	paper of general circulation publish blished in 1993 and the Post-Gazette was established in 1927 by the mer st, established in 1842, since which	hed in the City of Pittsburgh, County e and Sun-Telegraph was established rging of the Pittsburgh Gazette estab- date the said Post-Gazette has been
April 24, 2000		
Affiant further deposes that he/she is a of the Post-Gazette; that, as such agent that affiant is not interested in the subjin the foregoing statement as to time, plant in the foregoing statement in th	<ul> <li>affiant is duly authorized to verify ect matter of the aforesaid notice or</li> </ul>	the foregoing statement under oath; publication; and that all allegations
COPY OF NOTICE OR PUBLICATION	Aslan	Publishing Company
PENNSYLVANIA	Sworn to and subscrib	ed before me this day of:
PENNSYLVANIA  PUBLIC UT LITY  COMMISSION  NOTICE  Application in Military  Naturalis Gas, inc. For  Approval To Offer Render & Eurnish Natural  Gas Supply Services as	April 24, 2000	•
Naturally Gas (18 For Approval Transfer Provider Approval Transfer Approval	_ ` `	
Gas:Supply:Services:as a Markete/Broker:or Aggregator/Engaged-in	Manuel la Sa-a	and a company
The Business Of Supply- Ing Natural   Gas Supply Services To The Public	1 and a segretary	
In The yCommonwealth Of Rennsylvania Docket No. A-125081 #25 #3 4 # # # # # # # # # # # # # # # # #	,	ist Seal Siger, Motary Public legition of Notaries  Association of Notaries
On April 19, 2000, Tiger Natural Gas, line, filed	Many E Works	Association of Notaries  A Public UTILITY Control  Association of Notaries  PA PUBLIC UTILITY Control  Association of Notaries
Pennsylvania Public Utility Commission	Pitisburgh, At	Siger, Molary Public Segment County
provide natural gas sup- ply services as marketer		Edinary County Aprices Feb. 18, 2004 S
of supplying notural gas Tiger Natural Gas Inc:	manuser, rennsylvania	Association of Notaries
gas and related services throughout yall of spenn-		<b>~</b> \$5
visions of the new Natu-		₩ K
Competition ACTS (3.337) EThe PUC may consid- er this application with-	·	r.
out to the difference of the control		
Tiger NaturalliGas \ \finc\ \ may; bestlied; within \ \ \ days of the table \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		OF ADVERTISING COSTS
notice with The Secre-	Tiger Natu	
PA 717105-3265tatyout snould!!send!!coples.cof	1-G West 43	lst.St. gs, OK 74063
Natural Gas, and Gas Competition of the investment of the investme	Sand Spring	28, OK 1400)

To PG Publishing Company

Total			\$ 306	50
for	Advertising	Costs	٠٠٠٠	,,,

PG PUBLISHING COMPANY, publisher of the Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforsaid advertising and publication costs and certifies that the same have been fully paid.

Office Boulevard of the Allies PITTSBURGH, PA 15230 Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of Post-Gazette, a Newspaper of General Circulation

	·// // // C	/1
I hereby certify that the foregoing is the orig	inal Droof of Dublication and receipt for the	. A december of the second control of the se
and the folegoing is the one	mai i tool of radication and receipt for the	Advertising costs in the subject
matter of said notice.		O

# PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANL	A
COUNTY OF LYCOMING	

SS:

Thomas C. Briley Publi-	sher of the Sun-Gazette Company, publishers of the
Williamsport Sun-Gazette, successor to the Williamsport of general circulation, published at 252 West Fourth deposes and says that the Williamsport Sun was establin 1801, since which dates said successor the Williamsport County of Lycoming aforesaid, and that a copy of the	t Sun and the Gazette & Bulletin, both daily newspapers Street, Williamsport, Pennsylvania, being duly sworn ished in 1870 and the Gazette & Bulletin was established ort Sun-Gazette has been regularly issued and published in printed notice is attached hereto exactly as the same was of said Williamsport Sun-Gazette on the following dates,
/)	ay 9, 2000
	. ()
Affiant further deposes that he is an officer duly	authorized by the Sun-Gazette Company, publisher of the
Williamsport Sun-Gazette, to verify the foregoing stat	tement under oath and also declares that affiant is not of publication, and that all the allegations in the foregoing
PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE Application: of Tiger Natural Gas, Inc. For Approval To Offer, Render, Furnish Natural al Gas Supply Services as a Marketer/Broker-or Aggrega- tor Engaged (In The Business Of Supplying Natural Ic In The Commonwealth Of Pennsylvania, Docket No. A-125081. On April 19, 2000, Tiger Natural I, Gas, Inc. filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to pro vices as a marketer, engaged in the business of supplying Inatural gas: Inger Natural	SUN-CAZETTE COMPANY  Sworn to and subscribed before me  this / day of / 20 00  Actic, Average Public  NOTARIAL SEAL  CATHY A. LIVERMORE, Notary Public  Williamsport, Lycoming County  My Commission Expires May 12, 2003
Gast Inc. proposes to sell natural gas and related sernatives throughout all of Rennatives throughout the provisions of the new Natural Gas choice and Competition Act.  The PUC may consider, this application without archeating Protests directed to the technical or financial fitness of Tiger Natural Gast the work of this notice with the secretary of the RUC. With the secretary of the RUC. PO Box: 3265. Harrisburg. PA. 17105-3265. You should send copies of any protest to Tiger Natural Gas, Inc.'s attorney at the address listed below: Please include the RUC's "docket number" on any correspondence, which is A-125081.  By and Through Counsel:  Mr Paulikane Eller, and Detriched.  Mr Paulikane Eller, and Detriched.  Mr Paulikane Eller, and Detriched.  Midway Building, Suite 200	To the Sun-Gazette Company, Dr: For publishing the notice attached hereto on the above stated dates \$ /39.75  Probating same \$ /39.75

RECEIVED

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Tiger Natural Gas, Inc. For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania, Docket No A-125081.

On April 19, 2000, Tiger Natural Gas, Inc. filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a marketer engaged in the business of supplying natural gas. Tiger Natural Gas, Inc. proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Tiger Natural Gas, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Tiger Natural Gas, Inc.'s attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-125081.

By and through Counsel: Mr. Paul Kane

## Eller and Detrich

Midway Building, Suite 200

2727 E 21<sup>st</sup> ST. Tulsa, OK 74114 Phone: 918-747-8900 Fax: 918-747-2665

RECEIVED

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Natural Gas Supplier License Application

18

## **AFFIDAVIT**

[Commonwealth/State] of	_:
	: ss.
County of	:
_TERESA WALKER , Affiant, being duly [sworn/affi [He/she is theCHIEF FINANCIAL OFFICER (Office of Affiant) of	rmed] according to law, deposes and says that:  TIGER NATURAL GAS, INC.  (Name of Applicant);]
[That he/she is authorized to and does make this affidavit for	said Applicant;]
That the Applicant herein TIGER NATURAL GAS has the bedocumentation demonstrating its technical and financial fitness to Pa. C.S. §2208(c)(1).	ourden of producing information and supporting be licensed as a natural gas supplier pursuant to 66
That the Applicant herein TIGER NATURAL GAS answered to and completely and provided supporting documentation as required TIGER NATURAL GAS	i. '
That the Applicant herein TIGER NATURAL GAS acknowledges the answer to questions on this application and contained in supporting	at it is under a duty to update information provided in glocuments.
That the Applicant herein TIGER NATURAL GAScknowledges provided in answer to questions on this application and contacommission.	
That the facts above set forth are true and correct to the best of he/she expects said Applicant to be able to prove the same at hearing	
Signature of	Allucicke.
Sworn and subscribed before me this day of	E 2013 , 19
-	ly Can
Signature of official a	administering oath
My commission expires    PUB	RECEIVED
MINON OF OK OKINI	JUN <b>2 6</b> 2013
William III	DA DURI IC LITTLETY COMMISSION

Natural Gas Supplier License Application PA PUC Document # 139346 Updated May 2013 PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

TIGER NATURAL GAS, INC.

TIGER, INC.

CORPORATION – ARTICLES OF INCORPORATION

# RECEIVED

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

#5

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

147

TIGER NATURAL GAS, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2940521

MICROFILM NUMBER: 2000037

0669-0670

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JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

CT CORP SYSTEM COUNTER



One Commerce Square

May 25, 2000

Harrisburg, PA 17101 Tel. 717 234 6004 Fax 717 234 6024

> Ms. Teresa Walker TIGER NATURAL GAS, INC. 1-G West 41st Street Sand Springs, OK 74063

RE: TIGER NATURAL GAS, INC. Order #: 2191001

Dear Ms. Walker:

As instructed, we enclose the following document(s), as issued by the Secretary of the Commonwealth of Pennsylvania:

The Final Evidence of the Certificate of Authority, filed on May 8, 2000

If you have any questions concerning this order, please contact Marlene Smith in our Clayton office. Thank you for this opportunity to be of service.

Very truly yours,

CT-Harrisburg

Enclosure(s)

Via: US Mail

200037 - 669

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MAY 0'8 2000

Filed with the Department of State on Microfilm Number **Entity Number** APPLICATION FOR CERTIFICATE OF AUTHORITY DSCB:15-4124/6124 (Rev 90) Indicate type of corporation (check one): X Foreign Business Corporation (15 Pa.C.S. § 4124) Foreign Nonprofit Corporation (15 Pa.C.S. § 6124) In compliance with the requirements of the applicable provisions of 15 Ya.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that: The name of the corporation is 1. The name which the corporation adopts for use in this Commonwealth is (complete only when the 2. corporation must adopt a corporate designator for use in Pennsylvania): 3. (If the name set forth in Paragraph 1 is not available for use in this Commonwealth, complete the following): The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is: This corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name). The name of the jurisdiction under the laws of which the corporation is incorporated is: The address of its principal office under the laws of the jurisdiction in which it is incorporated is: 6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is: Number and Street City State County GORPORATION Name of Commercial Registered Office Provider

(PA. - 404 - 10/1/92)

PAL DEPT OF STATE

On

200037 - 670

DSCB:15-4124/6124 (Rev 90)-2

#5

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

- 7. (Check one of the following):
  - X (Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.
  - ——(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Cer of Authority to be signed by a duly authorized officer this gay of the signed by a duly authorized officer this gay of the signed by a duly authorized officer this gay of the signed by a duly authorized officer this gay of the signed by a duly authorized officer this gay of the signed by a duly authorized officer this gay of the signed by a duly authorized officer this gay of the signed by a duly authorized by a duly auth	tificate
Tiger Natural Gras. Inc. (Name of Corporation)	<b>-</b>
HY: Susaulather	

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OFFICE OF THE SECRETARY OF STATE



## CERTIFICATE OF INCORPORATION

WHEREAS, the Certificate of Incorporation, executed and acknowledged by

TIGER NATURAL GAS, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 10th.

day of \_\_\_\_\_\_\_, 19 91

Secretary of State

By: Cothu & Mitchell

Tiger Natural Gas, Inc. Case No. 10-304-GA-CRS

# CERTIFICATE, OF INCORPORATION TIGER NATURAL GAS, INC.

MAY 10 1991

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

OKLA: SECRETARY OF STATE

The name of the corporation is:

TIGER NATURAL GAS, INC.

The address of the corporation's registered office in the State of Oklahoma and the name of the registered agent at such address are:

> R. Louis Reynolds 2727 East 21st Street, Suite 200 Tulsa, Oklahoma 74114 ,

3. The purpose of the corporation is as follows:

To engage in any lawful act or activity for which corporations may be organized under the Corporation Law of the State of Oklahoma.

The aggregate number of shares of stock which the corporation shall issue, the designation of each class, the number of shares of each class and the par value of the shares of each class are as follows:

NUMBER OF SHARES OF COMMON STOCK: 50,000

TOTAL NUMBER OF SHARES: 50,000

PAR VALUE PER SHARE: \$1.00

TOTAL AUTHORIZED CAPITAL: \$50,000.00

If the powers of the incorporator(s) are to terminate upon the filing of the certificate of incorporation, the names and mailing address of the persons who are serving as directors:

NAME	MAILING ADDRESS	CITY	STATE	ZIP
Lori A. Burris	7060 South Yale Avenue Suite 900	Tulsā	OK	74136

The name and mailing address of the undersigned incorporator is as follows:

NAME	MAILING ADDRESS	CITY	STATE	ZIP
Lori A. Burris	7060 South Yale Avenue	Tulsa	OK	74136
	Suite 900		R	ECEIVED

MAY 1 0 1991

(5) A-17

#### BYLAWS OF TIGER NATURAL GAS, INC.

#### ARTICLE I

#### OFFICES

Section 1. The registered office shall be in the City of Tulsa, County of Tulsa, State of Oklahoma.

Section 2. The corporation may also have offices at such other places both within and without the State of Oklahoma as the Board of Directors may from time to time determine or the business of the corporation may require.

### ARTICLE II

#### MEETING OF SHAREHOLDERS

Section 1. Meetings of Shareholders for any purpose may be held at such time and place, within or without the State of Oklahoma, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of Shareholders, commencing with the year 1992, shall be held on the second Tuesday in June, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 A.M., at which they shall elect by a plurality vote by written ballot a Board of Directors, and transact such other business as may be properly brought before the meeting.

Section 3. Written notice of the annual meeting, stating the place, date and hour of such meeting, shall be given to each Shareholder entitled to vote thereat and not less than ten (10) days nor more than sixty (60) days before the date of the meeting unless otherwise required by law.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of Shareholders, a complete list of the Shareholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each Shareholder. Such list shall be open to the examination of any Shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the election, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not specified, at the place where the meeting is to be held, and the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and subject to the inspection of any Shareholder who may be present.

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Section 5. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by law or by the Certificate of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or at the request in writing of Shareholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting of Shareholders, stating the place, date, hour and the purpose or purposes thereof, shall be given to each Shareholder entitled to vote thereat, not less than ten (10) days before the date fixed for the meeting, unless otherwise required by law.

Section 7. Business transacted at any special meeting of the Shareholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the shares of stock issued and outstanding and entitled to vote thereat, present in: person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business except otherwise provided by law or by the Certificate of rporation. If, however, such quorum shall not be present or Incorporation. represented at any meeting of the Shareholders, the Shareholders entitled to vote thereafter, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date and hour of the adjourned meeting shall be given in conformity herewith. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

Section 9. When a quorum is present at any meeting, the affirmative vote of the holders of a majority of the shares of stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question in one upon which, by express provision of law or of the Certificate of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Each Shareholder shall at every meeting of the Shareholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such Shareholder, but no proxy shall be voted or acted upon after three (3) years from its date unless the proxy provides for a longer-

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period, and, except where the transfer books of the corporation have been closed or a date has been fixed as a record date for the determination of its Shareholders entitled to vote, no share of stock shall be voted on at any election for Directors which has been transferred on the books of the corporation within twenty (20) days preceding such election of Directors.

Section 11. Any action required to or which may be taken at any annual or special meeting of the Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action by the Shareholders without a meeting by less than unanimous written consent shall be given to those Shareholders who have not consented in writing.

#### ARTICLE III

#### DIRECTORS

Section 1. The number of Directors which shall constitute the whole Board shall be not less than one (1) nor more than seven (7). As of May 15, 1991, the Board shall consist of one (1) Director. Thereafter, within the limits above specified, the number of Directors shall be determined by resolution of the Board of Directors or by the Shareholders at the annual or a special meeting of the Shareholders. Except for the election held by the Incorporator and except as provided in Section 2 of Article II and in Section 14 of this Article III, the Directors shall be elected at the annual meeting of Shareholders. Each Director elected shall hold office until such Director's successor is elected qualified, or until such Directors' earlier resignation or removal. Directors need not be Shareholders.

Section 2. Except as provided in Section 14 of this Article III, vacancies and newly created Directorships resulting from any increase in the authorized number of Directors by the Directors may be filled by a majority of the Directors then in office, though less than a quorum, and any Director so chosen shall hold office until the next annual election and until such Director's successor is duly elected and shall qualify, unless such Director resigns or is removed.

Section 3. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such Nawful acts and things as are not by law or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 4. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Oklahoma.

Section 5. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board. Five (5) days' notice of all regular meetings shall be given, and such notice shall state the place, date, hour and the business to be transacted at and purpose of such meeting.

Section 6 Special meetings of the Board may be called by the President on three (3) days' notice to each Director either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors unless the corporation has at that time less than three (1) Directors, in which latter event the request of only one (1) Director shall be required. Notice of any special meeting shall state the place, date, hour and the business to be transacted at and the purpose of such meeting.

Section 7. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. The Board of Directors may, by resolution, passed by a majority of the whole Board, designate one or more committees, each committee to consist of one (1) or more of the Directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 9. Each committee shall keep regular minutes of its meetings and reports the same to the Board of Directors when required.

Section 10. Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or Committee by means of conference telephone or similar communications equipment that enables all persons participating in

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the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

Section 11. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 12. The Directors may be paid their expenses, if any, of attendance at such meeting of the Board of Directors and may be paid a fixed sum for attendance at such meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 13. The Board of Directors at any time may, by affirmative vote of a majority of the members of the Board then in office, remove any officer elected or appointed by the Board of Directors for cause or without cause.

Section 14. Any Director may be removed, for cause or without cause, by a majority vote of the Shareholders entitled to vote for the election of such Director at any annual or special meeting of the Shareholders. Upon such removal of a Director, the Shareholders (and not the remaining Directors) shall elect a Director to replace such removed Director at the same Shareholders' meeting at which such removal took place or at a subsequent Shareholders' meeting.

## ARTICLE IV

#### NOTICES

Section 1. Notices to Directors and Shareholders shall be in writing and delivered personally or mailed to the Directors or Shareholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States Mail, postage prepaid. Notice to Directors may also be given by telegram. Notice by telegram shall be deemed to be given when delivered to the sending telegraph office.

Section 2. Whenever any notice is required to be given under the provisions of law or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

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#### ARTICLE V

#### OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall, at a minimum, consist of a President and a Secretary. The Board of Directors may also choose additional officers, including a Chairman or Vice-Chairman of the Board of Directors, one or more Vice-Presidents who may be classified by their specific function, a Secretary, a Treasurer and one or more Assistant Secretaries and Assistant Treasurers. Two or more offices may be held by the same person.

Section 2. The Board of Directors at its first meeting and after each annual meeting of Shareholders shall choose a President and a Secretary, and may choose such other officers and agents as it shall deem necessary.

Section 3. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. The officers of the corporation shall hold office until their successors are chosen and qualify, until their earlier resignation or removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. The Chairman, or, in the absence of the Chairman, a Vice-Chairman of the Board of Directors, if chosen, shall preside at all meetings of the Board of Directors, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 6. The President shall be the chief executive officer of the corporation, shall preside at all meetings of the Shareholders and, unless a Chairman or Vice-Chairman of the Board has been chosen, at all meetings of the Board of Directors, and shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors, are carried into effect.

Section 7. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Section 8. The Vice-President, if one is chosen, or if not, the Secretary, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

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Section 9. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders and record all the proceedings of the meetings of the corporation and the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Shareholders and regular and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. Additionally, the Secretary shall have custody of the comporate seal of the corporation, and the Secretary or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by the Secretary's signature or by the signature The Board of Directors may give of such Assistant Secretary. general authority to any other officer to affix the seal of the corporation and to attest the affixing by the Secretary's signature.

Section 10. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors from time to time prescribe.

Section 11. The Treasurer, if one is chosen or, if not, the Secretary, shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other 'valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

Section 12. The Treasurer, if one is chosen or, if not, the Secretary, shall disburse the funds of the corporation as may be ordered by the Board of Directors' taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions performed by the Treasurer (or Secretary, as the case may be) and of the financial condition of the corporation.

Section 13. If required by the Board of Directors, the Treasurer, if one is chosen or, if not, the Secretary, shall give the corporation a bond (which shall be renewed every six [6] years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of a treasurer and for the restoration to the corporation, in case of the Treasurer's (or Secretary's, as the case may be) death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of

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whatever kind in the possession or under the control of the Treasurer (or Secretary, as the case may be) belonging to the corporation.

Section 14. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall; in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

# ARTICLE VI

CERTIFICATES OF STOCK, TRANSFERS OF STOCK CLOSING OF TRANSFER BOOKS AND REGISTERED SHAREHOLDERS

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of, the corporation by the Chairman or Vice-Chairman of the Board of Directors, or the President or a Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by the Shareholder in the corporation.

Section 2. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if the person who signed the certificate was such officer, transfer agent or registrar at the date of issue.

Section 3. The Board of Directors may direct a certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or such owners' legal representative, to advertise the same in such manner as the corporation require and/or to give the corporation a bond in such sum as the corporation may direct as indemnity against any claim that rmay be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Subject to transfer restrictions permitted by Section 1055 of Title 18 of the Oklahoma Statutes and to stop

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transfer orders directed in good faith by the corporation to any transfer agent to prevent possible violations of federal or state securities laws, rules or regulations, upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any meeting of Shareholders, nor more than sixty (60) days prior to the time for the other action hereinafter described, as of which there shall be determined the Shareholders who are entitled: to notice of or to vote at any meeting of Shareholders or any adjournment thereof; to express consent to corporate action in writing without a meeting; to receive payment of any dividend or other distribution or allotment of any rights; or to exercise any rights with respect to any change, conversion or exchange of stock or with respect to any other lawful action.

Section 6. The corporation shall be entitled to treat the person in whose name any share of stock is registered on the books of the corporation as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim or other interest in such shares in the part of any other person, whether or not the corporation shall have express or other notice thereof.

# ARTICLE VII

#### GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the corporation's capital stock.

Section 2. There may be set apart out of any of the funds of the corporation available for dividends such amounts as the Board of Directors deems proper as a reserve or reserves for working capital, depreciation, losses in value or for any other proper corporate purpose, and the Board of Directors may increase, decrease or abolish any such reserve in the manner in which it was created.

Section 3. The Board of Directors shall present at each annual meeting and at any special meeting of the Shareholders when called for by vote of the Shareholders, a full and clear statement of the business and condition of the corporation.





Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 5. The fiscal year of the corporation shall be as fixed by the Board of Directors.

Section 6. The Board of Directors may provide a suitable seal, containing the name of the corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer. The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

Section 7. The books of account and other records of the corporation may be kept (subject to any provisions of Oklahoma law) at the principal place of business and chief executive office of the corporation.

# ARTICLE VIII

# INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

To the extent and in the manner permitted by the laws of the State of Oklahoma and specifically as is permitted under Section 1031 of Title 18 of the Oklahoma Statutes, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a Director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement

## ARTICLE IX

#### **AMENDMENTS**

The Bylaws may be amended or repealed, or new Bylaws may be adopted, by the Shareholders or by the Board of Directors at any regular meeting of the Shareholders or of the Board of Directors, or at any special meeting of the Shareholders or of the Board of Directors if notice of such amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

APPROVED AND RATIFIED as, of this 15th day of May, 1991, by the undersigned, constituting all of the Directors (whether one or more) of the corporation.

ori A. Burris,

Director

7.TIGER\BYLAWS

TIGER NATURAL GAS, INC.

TIGER, INC.

TIGER'S CURRENT PUC LICENSE #A-125081

# RECEIVED

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# PENNSYLVANIA PUBLIC UTILITY COMMISSION



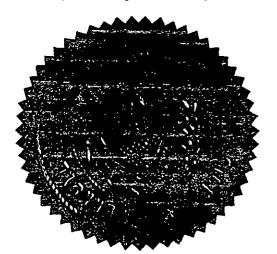
IN THE MATTER OF THE APPLICATION OF: A-125081

Application of Tiger Natural Gas, Inc. for the right to begin to offer, render, furnish or supply natural gas supply services to large commercial and industrial customers, within the service territories of Columbia Gas of Pa, Peoples Natural Gas Company, PG Energy, PECO Energy Company, UGI Utilities, Inc., PFG Gas, Inc., Equitable Gas Company, and National Fuel Gas Distribution Corporation within the Commonwealth of Pennsylvania.

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues, evidencing the Commission's approval, to the applicant this:

# LICENSE FOR NATURAL GAS SUPPLIER.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 2nd day of June, 2000.



Secretary

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TIGER NATURAL GAS, INC.

TIGER, INC.

# TIGER'S TAX CERTIFICATION STATEMENT APPENDEX A

# **RECEIVED**

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Tiger Natural Gas, Inc. Exhibit 55

Tiger Natural Gas, Inc. does not have, nor has had any existing pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact our financial condition, operational status or ability to provide the services.

# RECEIVED

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

TIGER NATURAL GAS, INC.

TIGER, INC.

# STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION

# **RECEIVED**

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

TIGER NATURAL GAS, INC.

TIGER, INC.

## TIGER'S CONTACT FOR CONSUMER SERVE AND COMPLAINTS:

BETHANY SOLER

Gas Operations Analyst/CONSUMER SERVICE

BSOLER@TIGERNATURALGAS.COM

C: 918-513-2123

1422 E. 71<sup>ST</sup>, SUITE J

TULSA, OK 74136

TOLL FREE PHONE: 888-875-6122

TOLL FREE FAX: 888-294-7660

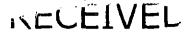
### ALTERNATE CONTACT:

Johnathan Burris
Vice President, Marketing
JBurris@TigerNaturalGas.com
Tel: (888) 875-6122 ex. 226

Direct: (918) 551-1226 Fax: (918) 491-6659 Cell: (918) 619-2081 RECEIVED

JUN 2 6 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU



JUN 26 2013



#16B

Inc.

# NATURAL GAS PURCHASE AGREEMENT

Contract # TI-P)SAMPLE

# PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

- 1. Nature of Service: Seller, Tiger, Inc., agrees to sell and Buyer, SAMPLE agrees to purchase and receive natural gas to serve 100% of the gas requirements for location indicated in the form of guaranteed supply on a Firm basis.
- 2. Term: Term of this Agreement shall commence and become effective the date of this contract or date of first gas deliveries available thereafter for 12 months, with yearly renewals thereafter unless canceled by either party upon 60 days written notice prior to yearly renewal
- 3. Quantity: Seller shall deliver or cause to be delivered to Buyer all natural gas requirements each month during the term including applicable LDC shrinkage.
- 4. Price: Pricing, terms and conditions are located on the attached transaction confirmation. Oral transactions shall be considered legally binding. A written Transaction Confirmation shall be executed by both parties after the oral transaction to confirm the parties agreed upon terms.
- 5. Delivery Point: The point of delivery shall be the SAMPLE Citygate. Tiger shall be responsible to purchase and pay for the firm transportation and all other cost associated with the transportation rates for delivery to the Citygate. Title to all gas shall pass from Seller to Buyer at this delivery point.
- 6. Quantity and Measurement: All gas shall be measured in accordance with currently acceptable industry standards and shall meet the quality and BTU specification of the transporting pipelines.
- 7. Warranty of Title: Seller warrants its title and right to sell all natural gas delivered here under and warrants that such gas shall be free and clear from liens and adverse claims and is in conformity with all valid laws, order, rules and regulations of duly constituted authorities having jurisdiction.
- 8. Billing and Payment: On or before the fifteenth (15th) of the month following each month of deliveries, Seller shall render to Buyer an invoice relating the total amount of gas sold hereunder during the preceding calendar month. Within fifteen days (15) of receipt of said invoice, Buyer shall render payment to Seller for the total amount of gas nominated (purchased) hereunder during the preceding calendar month. Interest shall be charged on the unpaid balance at the rate of 1.5% per month (18% annualized rate) from the due date until past due balance is received. If Buyer fails to pay thirty (30) days after payment is due, Seller, in addition to any other remedy it may have hereunder, may suspend further delivery of gas until such amount is paid in full. Early termination damages may apply.
- 9. Force Majeure: Neither party hereto shall be liable for any failure or performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as acts of God, acts of the other party, acts of civil or military authority, fires, strikes, floods, epidemics, war or riot.
- 10. Assignment: This contract may not be assigned without the written consent of both parties. Such consent shall not be unreasonably withheld or delayed.
- 11. Governing Laws: This contract shall be governed by the laws of the State of Oklahoma.
- 12. Taxes: The price shall include taxes imposed prior to the delivery point. All other taxes, tariffs, laws, orders, rules, and fees shall be passed through to Buyer. Seller may supply an appropriate city, state or federal certificate of tax-exemption.
- 13. Liability: Seller, TIGER, shall be liable for furnishing all gas requirements for Buyer on a firm basis (as outlined above), along with providing nomination data. During periods of gas system constraints, Buyer may be required to purchase/sell additional gas over their MDQ or baseload amount at then current market price and pass through to Buyer.
- 14. Credit: Credit information must be submitted by Buyer to Seller upon request by Seller. Seller, in its sole judgment, shall make a determination if Buyer meets credit acceptability. If Buyer has reasonable grounds for insecurity regarding creditworthiness, Seller may demand adequate assurance for gas deliveries in the form and amount reasonably acceptable by Seller.
- 15. Event of Default: Event of default shall mean (i) the failure of either Buyer or its guarantor to make any payment required by the due date and the failure is not remedied within ten (10) days of receipt of written demand for cure; or (ii) the failure of Buyer to provide satisfactory credit assurance within ten (10) days of said demand. Upon the occurrence of an Event of Default, the non-defaulting party may; (i) suspend future natural gas deliveries; (ii) terminate and liquidate any agreements between Buyer and Seller; (iii) determine a settlement amount by calculating gains, loses, and costs (including reasonable attorney's fees) incurred as the result of the liquidation and collections of monies owed to the other party. The settlement amount due the non-defaulting party will be due within five (5) days of the receipt of written notice.

14B

16. Changes in Laws: This agreement is subject to all tariffs, laws, orders, rules, Taxes and regulations issued, approved by or on file with duly constituted governmental authorities having jurisdiction ("Laws"). Any changes in Laws that affect the Price may be passed through to Buyer.

17. Notices: Written notices, confirmations, billing statements or other correspondence relating to this Agreement shall go to:

SELLER:	TIGER, INC. 1422 E. 71st St. Suite J.	BUYER Name: Facility Address:	SAMPLE SAMPLE
	TULSA, OK 74136	City, State, Zip, Cour	nty: SAMPLE, SAMPLE SAMPLE
SELLER:	Wire Transfer or ACH Numbers (if applicable):	BUYER PAYMENT	SSAMPLE
BANK:	BANK OF OKLAHOMA	Attention:	SAMPLE
ABA:	103900036	Billing Address:	SAMPLE
ACCT:	208357351	City, State Zip:	SAMPLE, SAMPLE SAMPLE
Other Details:	For Credit to the Account of Tiger, Inc.	Email invoices to:	SAMPLE
Executed this 26th	day of June, 2013		
SELLER: TiGER	, INC.	BUYER:	SAMPLE
Seller's Signature:		Buyer's Signature:	
Printed Name:		Printed Name:	
Official Title:		Official Title:	

# TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY



Tade Reference

Tiger, Inc.    Tiger, Inc.   SAMPLE   S		10.00		DATE:	June 26, 201	13
Tiger, Inc.  1422 E 71st St., Suite J  Tulsa, OK 74136  R. F. Smith Attn: R. SAMPLE SAMPLE SAMPLE R. SAMPLE		Inc.		TRANSA	CTION CONFIRMATION #:	1
Tiger, Inc.  1422 E 71st St., Suite J  Tulsa, OK 74136  R. F. Smith Attn: R. SAMPLE SAMPLE SAMPLE R. SAMPLE	he terms of this Trans	action Confirmation are binding u	nless disputed in			
Tutsa, OK 74136 Tutsa, OK 74136 Attn: R.F. Smith Phone: 918.491-6998 Phone: 918.491-6959 Fax: 3AMPLE 3AMPLE SAMPLE Transporter: SAMPLE SAMPLE  SAMPLE  SAMPLE  SAMPLE  SAMPLE  SAMPLE  Interruptible: Up toMMBtus/day  Interruptib	SELLER:		BUYER:			
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Transporter Contract Number:  Utility Account Number:  Contract Price: \$??? per Dth  Delivery Period: Begin: July-13						
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irm (Fixed Quantity):	Delivery Period: Begin:	July-13		End:	June-15	
pecial Conditions:  Volumes are subject to zero. (0) allowable tolerance from the contract volumes. Tiger will allow for the conversion of fixed volumes to a fixed price on a best efforts asis. Any volumes converted to a fixed price will have zero allowable tolerance. Any variance from the contracted volumes will be priced based on market conditions the time of occurrence.  Contract volumes (Dth at the city gate):  Any taxes (gross receipts, sales, etc.) imposed by federal, state or local governments will be passed through to the customer as a separate line on the invoice and re not included in the above rate.  Pricing is subject to customer meeting Tiger's creditworthiness requirements.  Buyer: SAMPLE  Title:  Title:	irm (Fixed Quantity):	Firm (Variable Quanti	ty): ay Minimum		•	,*
Volumes are subject to zero.(0) allowable tolerance from the contract volumes. Tiger will allow for the conversion of fixed volumes to a fixed price on a best efforts asis. Any volumes converted to a fixed price will have zero allowable tolerance. Any variance from the contracted volumes will be priced based on market conditions the time of occurrence.  Contract volumes (Dth at the city gate):  Any taxes (gross receipts, sales, etc.) imposed by federal, state or local governments will be passed through to the customer as a separate line on the invoice and e not included in the above rate.  Pricing is subject to customer meeting Tiger's creditworthiness requirements.  Buyer: SAMPLE  Title:  Title:	elivery Point(s):	SAMPLE city gate for delivery to acc	t. ??????			
asis. Any volumes converted to a fixed price will have zero allowable tolerance. Any variance from the contracted volumes will be priced based on market conditions the time of occurrence.  Contract volumes (Dth at the city gate):  Any taxes (gross receipts, sales, etc.) imposed by federal, state or local governments will be passed through to the customer as a separate line on the invoice and e not included in the above rate.  Pricing is subject to customer meeting Tiger's creditworthiness requirements.  Buyer: SAMPLE  By:  Title:	pecial Conditions:		<del></del>	<del></del>		· · ·
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#16C

# TIGER NATURAL GAS, INC. / TIGER, INC. Disclosure Statement Format for Natural Gas Suppliers

This is an agreement for natural gas services, between TIGER NATURAL GAS, INC. / TIGER, INC. ("TIGER") and CUSTOMER:
('CUSTOMER")
Background
☐ We at TIGER are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-125081.
☐ We set the prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services.
☐ If you ask us, we can bill you directly for our service.
☐ Right of Recision - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.  Definitions
☐ Interstate Pipeline Charges - Charges for moving natural gas to the distribution lines of a distribution company.
□ Nonbasic Charges – Tiger will d <i>efine each nonbasic service being offered.</i> Terms of Service

- **1. (a) Basic Service Prices** You will pay rate per DTH for the commodity of natural gas based upon the NYMEX LAST DAY SETTLEMENT plus \$1.00 per DTH. You are responsible for any service and delivery charges imposed by your local distribution company.
- **2. Length of Agreement** You will buy your natural gas services for the above street address from TIGER beginning on the date of first delivers for a period of one year.
- **3. Special Terms and Conditions** TIGER will provide all of your natural gas supply. All applicable taxes will be passed through to the customer on their invoice. Oral transactions made between you and Tiger's representatives are considered legally binding.
- 4. Special Services n/a.
- **5. Penalties, Fees and Exceptions** A late payment fee of \$10 and interest charges of 1.5% per month will be assessed for any invoice that is not paid by the due date. If you cancel your contract before the end date, it will result in a \$50 early termination fee.
- **6. Cancellation Provisions -** Cancelling your contract before the end of the primary term will result in an early termination fee of \$50 per account. There is no early termination fee if cancellation is initiated by TIGER, however you are still responsible for any gas charges up to the actual termination date.
- 7. Renewal Provision Your contract will renew for an additional year automatically at the end of your agreement. If you do not want to renew automatically, you must send us written notice at least 60 days prior to the end of your agreement.

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- **8.** 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 three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.
- **9. Dispute Procedures -** Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

10. Contact Information

Supplier Name:	TIGER NATURAL GAS, INC./TIGER, INC.	·
Address:	1422 E. 71 <sup>ST</sup> , SUITE J, TULSA, OK 74136	
Phone Number:	918-491-6998 or 888-875-6122	
Internet Address:	www.tigernaturalgas.com	

Distribution Company Name:	
Provider of Last Resort Name:	
Phone Number:	
Internet Address:	

Public Utility Commission (PUC		
Address:	P.O. Box 3265 Harrisburg, PA 17105-3265	
Natural Gas Competition		-
Hotline Number:		
Universal Service Program		
Name:	<u>.                                    </u>	
Phone Number:		

TIGER NATURAL GAS, INC.

TIGER, INC.

# FINANCIAL FITNESS

# RECEIVED

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# TIGER NATURAL GAS ORGANIZATIONAL CHART

Lori Nalley		President
•		Executive Vice President
	Pam Ward	Contract Administrator
Debbie Sr	nith	Corporate Secretary/Treasurer
	Becky Walker	Accounts Receivable Analyst
	Motly Carr	Administrative Assistant
Todd Carr	pbell	Director Gas Supply
Rick Tessr	mer	Director Northeast Operations
Rick Philli	ps	Operations Manager
Manuel R	ios	End-User Support Analyst
Jim Isenh		Vice President Commercial Sales
	Pamela Pres	tonCommercial Sales Contract Administrator
	Mimi Chan	Gas Marketing Representative
Janet Aer	y	Director Gas Control Services
	Cheryl Shavney	Senior Gas Controller
	Cheryl Brooks	Seniar Gas Controller
	Linda Rhue	Senior Gas Controller
	Rebecca Goombi	
	Brent Gardner	Software Development Analyst
John Burr	is	Vice President Marketing
	Bethany Soler	Energy Marketing Specialist
	Devon Davidson	Manager, Business Development
	Casey Duck	Energy Marketing Specialist
	Kellie Wendland	Senior Energy Marketing Specialist
		Energy Marketing Specialist
		Energy Marketing Specialist
		Energy Marketing Specialist
		Chief Financial Officer
Jennifer S		Corporate Controller
	Megan Leverich	Junior Accountant
		Accounts Receivable Analyst
		: Financial Accountant
		Director Accounting Operations
		őckSenior Accounts Analyst
		Accounts Analyst
Anthony Conflic		urris Accounting Analyst
Anthony Clantione		Director Rocky Mountain Operations
	prian Davidson	Marketing Representative

Tiger Natural Gas, Inc. is a Sub-S Corporation formed in 1991, in the State of OK.
Tiger has one fully owned subsidiary, Tiger, Inc.

# TIGER NATURAL GAS, INC. CONSOLIDATED BALANCE SHEET FOR THE PERIOD ENDING MARCH 31, 2013

#### ASSETS:

CASH & CASH EQUIVALENTS	4,825,694,69
ACCOUNTS RECEIVABLE - TRADE	2 2,139,150.27
LESS: ALLOWANCE FOR DOUBTFUL	(371,556.63)
NOTES/MISC RECEIVABLE	2,132,460.79
PREPAID EXPENSES/DEPOSITS	308,972.18
OTHER ASSETS	297,819.67
O&G PROPERTIES	
FURNITURE & EQUIPMENT	1,382,916.53
less: accumulated depreciation	(1,156,510.58)
CONTRACTS-IKUN	357,000.00
CONTRACTS-REDWOOD	2,100,000.00
less: accumulated amortization	(2,457,000.00)
TOTAL ASSETS:	2 9,558,946.92

### LIABILITIES & SHAREHOLDERS' EQUITY:

ACCOUNTS PAYABLE/TRADE	1.8,925,345.33
ACCRUED LIABILITIES	2,633,700.77
LEGAL SUSPENSE	-
SECURED WORKING CAPITAL	-
NOTES PAYABLE	-
TAXES PAYABLE	1,390,526.25
CAPITAL / EQUITY	100.00
RETAINED EARNINGS - PRIOR	5,500,105.42
ACCUMULATED EARNINGS - CURRENT	1,109,169.15
TOTAL LIABILITIES & SHAREHOLDERS' EQUITY:	29,558,946.92

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FINANCIAL DATA IN THESE FINANCIAL STATEMENTS ACCURATELY REFLECT THE COMPANY'S FINANCIAL STATUS AS OF MARCH 31, 2013

DATE: 6/19/13

SIGNED:

Chief Francist Officer

# TIGER NATURAL GAS, INC. CONSOLIDATED STATEMENT OF OPERATIONS FOR THE PERIOD ENDING MARCH 31, 2013

REVENUE:		
	INCOME FROM OPERATIONS	60,424,173.99
Less:		
	COST OF GOODS SOLD	57,141,539.27
GROSS PROFIT:		3,282,634.72
OTHER INCOME:		13,510.51
TOTAL INCOME:	•	3,296,145.23
Less:		
	GENERAL OPERATING & ADMINISTRATIVE EXPENSES:	2,164,289.99
	DEPLETION, DEPRECIATION & AMORTIZATION	22,686.09
NET PROFIT (LOSS):		1,1 09,169.15

### TIGER NATURAL GAS, INC. CONSOLIDATED BALANCE SHEET FOR THE PERIOD ENDING DECEMBER 31, 2012

#### ASSETS:

CASH & CASH EQUIVALENTS	2,632,728.60
ACCOUNTS RECEIVABLE - TRADE	23,051,003.70
LESS: ALLOWANCE FOR DOUBTFUL	(3 41,602.23)
NOTES/MISC RECEIVABLE	3,5 05,452.00
PREPAID EXPENSES/DEPOSITS	3 14,806.64
OTHER ASSETS	4,D 13,313.08
O&G PROPERTIES	-
FURNITURE & EQUIPMENT	1,371,238.45
less: accumulated depreciation	(1,1 33,824.49)
CONTRACTS-IKUN	3 57,000.00
CONTRACTS-REDWOOD	2,1 00,000.00
less; accumulated amortization	(2,4 57,000.00)
TOTAL ASSETS:	33,4 13,113.76

### LIABILITIES & SHAREHOLDERS' EQUITY:

ACCOUNTS PAYABLE/TRADE	24,763,419.96
ACCRUED LIABILITIES .	1,831,238.18
LEGAL SUSPENSE	•
SECURED WORKING CAPITAL	•
NOTES PAYABLE	-
TAXES PAYABLE	1,318,250.19
CAPITAL / EQUITY	100.00
RETAINED EARNINGS - PRIOR	2,992,475.73
ACCUMULATED EARNINGS - CURRENT	2,507,629.69
TOTAL LIABILITIES & SHAREHOLDERS' EQUITY:	33,413,113.76

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FINANCIAL DATA IN THESE FINANCIAL STATEMENTS ACCURATELY REFLECT THE COMPANY'S FINANCIAL STATUS AS OF DECEMBER 31, 2012.

SIGNED:

# TIGER NATURAL GAS, INC. CONSOLIDATED STATEMENT OF OPERATIONS FOR THE PERIOD ENDING DECEMBER 31, 2012

REVENUE:	INCOME FROM OPERATIONS	98.080, 989, 661
Less:	COST OF GOODS SOLD .	155,811,429.01
GROSS PROFIT:		11,127,651.88
OTHER INCOME:		33,009.91
TOTAL INCOME:		11,160,661.79
Less;	GENERAL OPERATING & ADMINISTRATIVE EXPENSES:	8,555,871.71
	DEPLETION, DEPRECIATION & AMORTIZATION	97, 160.39
NET PROFIT (LOSS):		2,507,629.69

Consolidated Financial Statements and Report of Independent Certified Public Accountants

TIGER NATURAL GAS, INC. AND SUBSIDIARY

December 31, 2011 and 2010

# Contents

	Page
Report of Independent Certified Public Accountants	1
Consolidated balance sheets	2
Consolidated statements of income and retained earnings	3
Consolidated statements of cash flows	4
Notes to the consolidated financial statements	. 5

Audit - Tax - Advisory
Grant Thornton LLP
2431 E. 61" Street
Suite 500
Tulsa, OK 74136-1708
1 918.877.0800
F 918 877.0805
www. GrantThornton.com

# Report of Independent Certified Public Accountants

Stockholder Tiger Natural Gas, Inc.

We have audited the accompanying consolidated balance sheets of Tiger Natural Gas, Inc. (an Oklahoma corporation) and subsidiary (the "Company") as of December 31, 2011 and 2010, and the related consolidated statements of income and retained earnings, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tiger Natural Gas, Inc. and subsidiary as of December 31, 2011 and 2010, and the results of their operations and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Swant Thornton LCP

Tulsa, Oklahoma April 27, 2012

# Consolidated balance sheets

December 31, 2011 and 2010

•	•	2011		2010
<u>ASSETS</u>	_		_	
CURRENT ASSETS:  Cash and cash equivalents  Accounts receivable, less allowance for doubtful accounts of	\$	1,965,015	\$	1,617,973
\$199,393 in 2011 and \$83,158 in 2010 Prepaids and other assets	_	26,070,610 5,722,338	_	25,941,625 5,562,687
Total current assets	•	33,757,963		33,122,285
PROPERTY AND EQUIPMENT, nei		283,709		226,796
OTHER ASSETS	_	102,706	_	102,706
Total assets	\$_	34,144,378	\$_	33,451,787
LIABILITIES AND STOCKHOLDER'S EQUITY				
CURRENT LIABILITIES: Accounts payable Accrued liabilities	\$	26,681,481 2,731,110	\$_	27,234,152 2,446,169
Total current liabilities	_	29,412,591	_	29,680,321
COMMITMENTS AND CONTINGENCIES				
STOCKHOLDER'S EQUITY: Conumon stock of \$1 par value, 50,000 shares authorized,				
100 shares issued and outstanding		100		100
Retained earnings	_	4,731,687		3,771,366
Total stockholder's equity		4,731,787	_	3,771,466
Total liabilities and stockholder's equity	\$_	34,144,378	\$_	33,451,787

The accompanying notes are an integral part of these consolidated financial statements.

# Consolidated statements of income and retained earnings

For the years ended December 31, 2011 and 2010

	_	2011	_	2010
REVENUES: Natural gas sales - commercial and other Electricity sales	\$	200,558,615 1,446,478	<b>3</b>	189,575,628 211,667
Total revenues	_	202,005,093	_	189,787,295
OPERATING COSTS AND EXPENSES:  Cost of natural gas sold  Cost of electricity sold  General and administrative expenses  Depreciation and amortization	_	190,857,727 1,429,759 7,957,049 81,475		180,532,157 197,684 7,285,314 578,054
Total operating costs and expenses	_	200,326,010		188,593,209
INCOME FROM OPERATIONS		1,679,083		1,194,086
INTEREST INCOME		35,735		38,610
LETTER OF CREDIT FEES AND INTEREST EXPENSE		(49,898)		(29,851)
NET INCOME		1,664,920		1,202,845
RETAINED EARNINGS, beginning of year		3,771,366		3,624,950
DIVIDENDS PAID	_	(704,599)	_	(1,056,429)
RETAINED EARNINGS, end of year	\$_	4,731,687	\$_	3,771,366

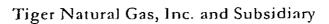
The accompanying notes are an integral part of these consolidated financial statements.

# Consolidated statements of cash flows

For the years ended December 31, 2011 and 2010

		2011		2010
CASH FLOWS FROM OPERATING ACTIVITIES:			-	
Net income	\$	1,664,920	\$	1,202,845
Adjustments to reconcile net income to net cash provided by operating activities-				
Depreciation and amortization		81,475		578,054
Provision for bad debts		244,179		158,008
Change in assets and liabilities-				
Accounts receivable		(373,164)		(694,921)
Prepaids and other assets		(159,651)		(1,539,366)
Accounts payable and accrued liabilities	_	(267,730)		2,723,720
Net cash provided by operating activities		1,190,029	_	2,428,340
CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchase of customer contracts				(357,000)
Purchases of property and equipment		(138,388)		(107,786)
Net cash used in investing activities	_	(138,388)	_	(464,786)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Dividends paid		(7 <u>.</u> 04,599)		(1,056,429)
Net cash used in financing activities		(704,599)	_	(1,056,429)
NET INCREASE IN CASH		347,042		907,125
CASH AND CASH EQUIVALENTS, beginning of year	_	1,617,973	_	710,848
CASH AND CASH EQUIVALENTS, end of year	\$	1,965,015	\$_	1,617,973

The accompanying notes are an integral part of these consolidated financial statements.



# Notes to the consolidated financial statements

December 31, 2011 and 2010

#### A - GENERAL INFORMATION

Tiger Natural Gas, Inc. (the Company) is a supplier and manager of natural gas for the end-user customer. The Company provides a full range of services including natural gas nominations, balancing and distribution for the customer. The Company provides such services to the private and public sectors of the economy. During the year ended December 31, 2010, the Company began providing electricity services for the end-user customer. The operations of the Company include Tiger Natural Gas, Inc. and its wholly-owned subsidiary, Tiger, Inc. All significant intercompany transactions have been eliminated in consolidation.

## B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

# 1. Cash and Cash Equivalents

The Company considers all cash in banks, and highly liquid investments with an original maturity of three months or less, to be cash and cash equivalents. At times, the balance of cash and cash equivalents held in financial institutions may exceed the FDIC insurance limit. Management believes the risk of loss is mitigated by the reputation and history of the institutions selected.

### 2. Furniture and Equipment

Office furniture and equipment is recorded at cost. The Company provides depreciation based on the straight-line method over the estimated useful lives of the assets ranging from 2 to 12 years.

### 3. Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, in the near term.

### 4. Income Taxes

The Company is a Subchapter S Corporation. As such, the Company is not subject to federal income tax, since taxauon is ordinarily imposed at the stockholder level.

The Company evaluates uncertain tax positions for recognition and measurement in the consolidated financial statements. To recognize a tax position, the Company determines whether it is more likely than not that the tax positions will be sustained upon examination, including resolution of any related appeals or litigation, based on the technical merits of the position. A tax position that meets the more likely than not threshold is measured to determine the amount of benefit to be recognized in the consolidated financial statements. The amount of tax benefit recognized with respect to any tax position is measured as the largest amount of benefit that is greater than 50% likely of being realized upon settlement. The Company had no uncertain tax positions that required recognition in the consolidated financial statements at December 31, 2011 and 2010. Any interest or penalties would be recognized as a component of income tax expense.

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# Notes to the consolidated financial statements - continued

December 31, 2011 and 2010

## 5. Revenue Recognition

1

Revenue is recognized upon delivery of the related natural gas volumes or as services are performed for the end-user customer. Electricity revenue is recognized upon delivery of the related electric volumes or as services are performed for the end-user customer.

## 6. Natural Gas Contracts

The Company enters into contracts for both the purchase and sale of natural gas to fulfill its business requirements to end-user customers. These contracts qualify for the normal purchase/normal sale exception to accounting for derivatives. In accordance with required accounting principles regarding normal purchase/normal sale contracts, the Company documents the qualification for this exception at the inception of those contracts.

### 7. Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of accounts receivable from its customers. Accounts receivable are recorded at amounts billed to customers less an allowance for doubtful accounts. The allowance is based on management's assessment of the realizability of customer accounts. Management's assessment is based on the overall credit worthiness of the Company's customers and any specific disputes. The Company generally does not require collateral for its trade receivables. At December 31, 2011 and 2010, the Company's allowance for doubtful accounts was \$199,393 and \$83,158, respectively. During 2011 and 2010, the Company had no customers that accounted for more than 10% of total revenues or accounts receivable.

# 8. Statements of Cash Flows

During the years ended December 31, 2011 and 2010, the Company made cash payments for Jetter of credit fees and interest of \$49,898 and \$29,851, respectively.

### Shipping and Handling

Shipping and handling fees billed to customers are included in revenues and the related costs are included in the cost of natural gas sold.

## 10. Advertising Costs

All advertising costs of the Company are expensed as incurred. Advertising expenses totaled approximately \$231,265 and \$196,368 in 2011 and 2010, respectively.

# Notes to the consolidated financial statements - continued

December 31, 2011 and 2010

## C - PROPERTY AND EQUIPMENT

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Property and equipment at December 31 consisted of the following:

			_	2011	_	2010
Computers, software systems and related equipment	•	·	\$	1,077,064	\$	943,781
Furniture, fixtures and other				243,309		240,854
Less- accumulated depreciation			_	(1,036,664)	_	(957,839)
Net property and equipment			\$ _	283,709	\$	226,796

During the year ended December 31, 2010, the Company recorded an impairment charge of \$165,190 for non-producing oil and gas properties, which resulted in the oil and gas properties being fully depreciated and removed from the Company's financial statements. The impairment charge is recorded within depreciation and amortization on the consolidated statements of income. The Company had no impairments of property and equipment during 2011.

### D - INTANGIBLE ASSETS

On May 27, 2010, the Company purchased customer contracts from IKUN Energy, LLC for \$357,000. The effective date of the transaction was June 1, 2010. The Company assigned estimated lives of six months to the customer contracts and all six months of amortization was recorded in 2010.

### E - EMPLOYEE BENEFITS

The Company has a Simple IRA Plan, under which employees who are at least 21 years old and have completed one year of service are eligible to participate. Employees' contributions are matched by the Company up to 3%. For the years ended December 31, 2011 and 2010, the Company had total matching contributions of \$66,663 and \$66,269, respectively.

### F. COMMITMENTS AND CONTINGENCIES

In April 2008, the Company entered into an operating agreement with Pacific Summit Energy LLC (PSE), pursuant to which PSE agreed to sell natural gas to the Company for resale to designated customers. The operating agreement (as amended) has a term that began on June 1, 2008 and ends on March 31, 2013. The operating agreement (as amended) specifies that PSE will provide the Company with credit support services in the form of letters of credit issued by Sumitomo Corporation of America, parent company of PSE, to third party suppliers in an aggregate amount not to exceed \$12,000,000. At December 31, 2011 and 2010, there were approximately \$10,390,000 and \$9,281,000, respectively, of outstanding letters of credit under this agreement. Concurrent with the operating agreement, the Company also entered into a security agreement which grants PSE a first lien security interest in the Company's accounts receivable associated with the Company's sales of the natural gas acquired from PSE.

In connection with the Company's purchase of customer contracts from Redwood Resources Marketing, LLC (Redwood), the Company entered into an agreement with PSE dated November 25, 2008, to allow the Company to use \$2,100,000 in funds owed to PSE under the operating agreement to pay for the purchase of

700



# Notes to the consolidated financial statements - continued

December 31, 2011 and 2010

customer contracts from Redwood. The Company made payments to PSE equal to 85% of the monthly Redwood net proceeds (as defined in the agreement) for December 2008 and 90% of the monthly Redwood net proceeds for each remaining month of the repayment period. The repayment period ended with the payment of the monthly Redwood net proceeds for November 2009, which occurred on December 25, 2009.

As additional consideration for PSE agreeing to continue to supply natural gas to the Company under the operating agreement for resale by the Company to Redwood customers, and in addition to the amounts due PSE in connection with this agreement, the Company was obligated to pay PSE the following:

- (a) for each month of the repayment period, 5% of the positive difference between (1) the monthly Redwood net proceeds attributable to such month, minus (2) the portion of the monthly Redwood net proceeds attributable to such month that are paid to PSE pursuant to the repayment terms of the \$2,100,000. These payments were made with the repayments of the \$2,100,000 de scribed above; and
- (b) 30% of the monthly Redwood net proceeds attributable to each month of the payment period, which was the period of 12 months commencing on the first day of the month following the repayment period for the \$2,100,000. This payment period began on December 1, 2009 and ended on November 30, 2010.

At December 31, 2011 and 2010, the Company had \$24,699,113 and \$25,337,389, respectively, in accounts payable to PSE related to purchases of natural gas. There was no accrued interest at December 31, 2011 or 2010. At December 31, 2011 and 2010, the Company had \$163,871 and \$564,128, respectively, in accounts receivable from PSE related to natural gas that was sold back to PSE by the Company.

#### <u>Leases</u>

The Company leases office space under noncancellable agreements, which expire in 2012 and 2013. The Company also leased office equipment under agreements, which expired in 2011.

Lease expense for the years ended December 31, 2011 and 2010, was approximately \$150,159 and \$147,809, respectively. The approximate future aggregate minimum lease commitments under the leases are as follows:

2012 2013	78,090
2014	18,800
	\$ 06,890

### G - SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 27, 2012, the date the financial statements were available to be issued. No subsequent events were identified requiring additional recognition or disclosure in the accompanying consolidated financial statements.

{	Annual Reports
	L
Tiger Natural Gas, Inc.	.*
Exhibit C 1	
•	
Tiger Natural Gas; Inc. is a privately held company	and does not issue Annual Reports to
Shareholders. Tiger does however, have audited fi	
reports for the past two years which are attach	ned.
	·

Tiger Natural Gas, Inc. Exhibit

Tiger Natural Gas, Inc. is a privately held company and does not have any SEC filing requirements.

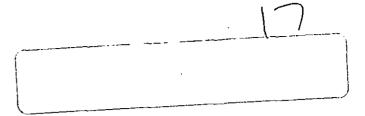
•	,	
Tiger Natural Gas, Inc.		(7
Exhibit 👉	(	)

Tiger Natural Gas, Inc. has been in business since 1991 and has not had any occurrence of reorganizations, protection from creditors, or any other form of bankruptcy filings. Tiger has no parent company.

: Bankruptcy Information

(	Ć		: Merger Information
Tiger Natural Gas, Inc. Exhibit			
Tiger Natural Gas, Inc. has had no dissolutions, r history of its existence. The corporation was for Sub-S privately held corporation and remains in t	ned in 1991 as a	single sl	

Tiger Natural Gas, Inc. Exhibit. -:



Tiger Natural Gas, Inc., nor any of its' employees or officers does not have, nor has had any existing pending or past rulings, judgments, or convictions regarding fraud, consumer protection or antitrust laws.

Б.	. Disclosy	f Liabilities and Investigation
O,	. Disclost	i Liobinica di a il re aligunor

Tiger Natural	Gas,	Inc.
Exhibit 🗀 🐇 👚		

(			1

Tiger Natural Gas, Inc. does not have, nor has had any existing pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact our financial condition, operational status or ability to provide the services.

: · · · : Discler	re of Certification uspension, or Re	n Denial, Curtailment, evocation
	-	

Tiger Natural Gas, Inc. Exhibit 1. 4.

Tiger Natural Gas, Inc., has not had any certification, license, or application to provide natural gas or retail wholesale electric service denied, curtailed, suspended or revoked, or terminated since its certification. Nor has Tiger Natural Gas, Inc. ever failed to deliver natural gas per it's contractual commitment.

TIGER NATURAL GAS, INC.

TIGER, INC.

Tiger holds a long term supply agreement with a subsidiary of Sumitomo Corporation of America. This agreement ensures that Sumitomo Corporation will financially support Tiger for any required pipeline or local distribution company credit requirements. If needed, Sumitomo Corporation will issue a GUARANTY and/or Letter of Credit on behalf of TIGER.

Tiger is set up with all the applicable pipelines and has supplied the credit deposits either itself or Sumitomo Corporation on behalf of TIGER via a GUARANTY and/or Letter of Credit. I am attaching a GUARANTY to Columbia Gas Transmission and Columbia Gulf Transmission on behalf of TIGER.

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JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU Tiger Natural Gas, Inc.
Exhibit A-14 - Principal Officers, Directors & Partners

17B

President
Lori Johnson Nalley
11528 S. New Haven Ave
Tulsa, OK 74137
Ph (918) 491-6998, Ext 205

Executive Vice President Robert Smith 1422 E 71<sup>st</sup> Tulsa, OK 74136 Ph ( 918) 491-6998, Ext 213

Secretary/Treasurer
Deborah Smith
1422 E 71<sup>st</sup>
Tulsa, OK 74136
Ph (918) 491-6998, Ext 207

Chief Financial Officer Teresa Walker 6867 S Evanston Ave Tulsa, OK 74136 Ph (918) 491-6998, Ext 208

Director, Lori Johnson Nalley 11528 S. New Haven Ave Tulsa, OK 74137 Ph(918) 491-6998. Ext 205

Lori Johnson Nalley is 100% shareholder

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JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

resumes submitted in 2000. Original application in 2000.

> Tiger Natural Gas, Inc. Case No. 10-304-GA-CRS

TIGER NATURAL GAS, INC.

TIGER, INC.

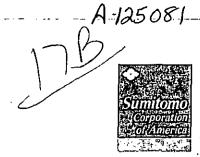
**TECHNICAL FITNESS** 

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JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

### SUMITOMO CORPORATION OF AMERICA



### **GUARANTY**

This Guaranty Agreement (this "Guaranty") dated effective as of December 21, 2011, is entered into by Sumitomo Corporation of America ("Guarantor"), a corporation organized under the laws of New York, in favor of Columbia Gas Transmission Corporation and Columbia Gulf Transmission Company (collectively "Counterparty").

### Recitals:

- A. Guarantor desires that Counterparty enter into transactions with **Tiger Natural Gas, Inc.** ("Guaranteed Party"), under one or more agreements for the transportation of natural gas and other services (as amended, supplemented, renewed, or extended, without notice to the Guarantor, collectively, the "Contract"); and
- B. Guarantor will directly or indirectly benefit from the Contract to be entered into between Counterparty and Guaranteed Party;

NOW, THEREFORE, in consideration of Counterparty entering into the Contract with Guaranteed Party, Guarantor hereby covenants and agrees as follows:

- 1. Guaranty. Subject to the terms and conditions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment and performance when due of the obligations of Guaranteed Party (the "Obligations") to Counterparty under the Contract. To the extent that Guaranteed Party shall fail to pay or perform any Obligation, Guarantor shall promptly perform or pay to Counterparty the amount due. This Guaranty shall constitute a guarantee of performance and payment and not of collection. Guarantor shall also be liable for the reasonable attorneys' fees and reasonable expenses of Counterparty's external counsel incurred in any effort to collect or enforce any of the Obligations under this Guaranty; provided, however, such fees and expenses shall be payable by Guarantor only to the extent that Counterparty is successful in enforcing payment of the Obligations under this Guaranty.
- 2. <u>Limitations</u>. Guarantor's liability hereunder shall be limited to performance of obligations and payment of amounts due expressly required to be made under the Contract (even if such payments are deemed to be damages) and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Contract to be due from Guaranteed Party. Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which Guaranteed Party may have to payment of any Obligation under the Contract, other than defenses arising from the lack of validity or enforceability of any agreement arising from the defective formation of Guaranteed Party, ultra vires or other defense relating to Guaranteed Party's lack of authority to enter into or perform under any agreement, Guaranteed Party's lack of good standing or qualification to do business in any applicable jurisdiction within the United States or the bankruptcy, insolvency, dissolution, or liquidation of Guaranteed Party and other defenses expressly waived herein. The aggregate amount covered by this Guaranty shall not exceed U.S. \$55,000 (Fifty-five Thousand US Dollars), plus reasonable attorneys' fees and reasonable expenses payable by Guarantor as provided herein.
- 3. <u>Termination</u>. This Guaranty is a continuing guaranty and shall remain in full force and effect unless and until terminated by Guarantor upon sixty (60) business days' prior written notice to Counterparty. No termination shall affect, release or discharge Guarantor's liability with respect to any Obligations existing or arising under the Contract prior to the effective date of termination.
- 4. Nature of Guaranty. The Guarantor's obligations hereunder with respect to any Obligation shall not be affected by the existence, validity, enforceability, perfection, release, or impairment of value of any collateral for such Obligations. Counterparty shall not be obligated to file any claim relating to the Obligations owing to it in the event that Guaranteed Party becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of Counterparty to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to Counterparty in respect to any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder in respect to such Obligations as if such payment had not been made.

600 Grant Street - Suite 5000 Pittsburgh, PA 15219 Tel: 412. 391-1892 Fax: 412. 765-2623

http://www.sumitomocorp.com

JUN 2 6 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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- **5.** <u>Subrogation</u>. Guarantor waives its right to be subrogated to the rights of Counterparty with respect to any Obligations paid or performed by Guarantor until all Obligations have been fully and indefeasibly paid to Counterparty, subject to no rescission or right of return, and Guarantor has fully and indefeasibly satisfied all of Guarantor's obligations under this Guaranty.
- 6. Waivers. Guarantor hereby waives any circumstance which might constitute a legal or equitable discharge of a surety or guarantor, including but not limited to (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Obligations and of any action by Counterparty in reliance hereon or in connection herewith; (b) presentment and demand concerning the liabilities of Guarantor; (c) notice of any dishonor or default by, or disputes with, Guaranteed Party; and (d) any right to require that any action or proceeding be brought against Guaranteed Party or any other person, or to require that Counterparty seek enforcement of any performance against Guaranteed Party or any other person, prior to any action against Guarantor under the terms hereof. Guarantor consents to the renewal, compromise, extension, acceleration, or other modification of the terms of the Obligations, and to any change, modification or waiver of the terms of the Contract, without in any way releasing or discharging Guarantor from its obligations hereunder. Except as to applicable statutes of limitation, no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights, or a release of Guarantor from any obligations hereunder.
- 7. Notice. Any payment demand, notice, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or malled by certified mail, postage prepald and return receipt requested, or by facsimile, to the addresses set forth below. Notice given by personal delivery or mail shall be effective upon actual receipt is refused or rejected, upon attempted delivery. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.
- 8. Miscellaneous. THIS GUARANTY SHALL BE IN ALL RESPECTS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. No term or provision of this Guaranty shall be amended or modified except in a writing signed by Guarantor and Counterparty. Counterparty may, upon notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights and obligations hereunder only with the prior written consent of Counterparty. Subject to the foregoing, this Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by Counterparty, its successors and assigns. All references herein to Guaranteed Party shall be deemed to include all successors and assigns, whether immediate or remote, of Guaranteed Party under the Contract. This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty, and supersedes all prior guaranties issued by Guarantor in connection with Obligations under the Contract.
- 9. Representations and Warranties. The Guarantor represents and warrants as follows:
- a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.
- b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- c) The audited financial statements of Guarantor (the "Financial Statement"), heretofore delivered to Counterparty or filed with the United States Securities Exchange Commission by Guarantor, present fairly the financial condition and results of operations of Guarantor and its consolidated subsidiaries as of the dates and for the period specified therein in conformity with United States generally accepted accounting principles, and, except as otherwise expressly stated therein, consistently applied. Except as expressly stated to Counterparty in writing, there has been no material adverse change in the financial condition of Guarantor and its consolidated subsidiaries since the dates of the Financial Statements.



1713

IN WITNESS WHEREOF, Guarantor has executed this Guaranty effective as of the date first herein written.

## Sumitomo Corporation of America

	By:	
Address of Counterparty:	Address of Guarantor:	
Nisource Business Services - Pipeline	Sumitomo Corporation of America	
	600 Third Avenue	
Credit Relationship Manager	New York, NY, 10016-2001	
Attn: Jaime Schwartz	Attn: <u>Credit Department</u>	
Fax No.; <u>614-460-6869</u>	Fax No.: <u>212-207-08</u> 44	

### TIGER NATURAL GAS, INC.

HEADQUARTERS:

1422 E. 71<sup>st</sup> Street, Suite J Tulsa, Oklahoma 74136-5060

Direct: 918-491-6998
Toll Free: 1-888-875-6122
http://www.tigernaturalgas.com

#### MANAGEMENT:

Lori Nalley, President and Sole Shareholder Robert Smith, Executive Vice President Debbie Smith, Secretary/Treasurer Teresa Walker, Chief Financial Officer

A Privately Held Firm

A Certified Small
Disadvantaged/Minority (American
Indian)/Woman Enterprise

# Natural Gas, Inc.

OVERIVIEW: Tiger Natural Gas, Inc. ("Tiger") excels at supplying natural gas and natural gas management services to commercial, industrial, and federal facilities. Tiger is headquartered in Tulsa, Oklahoma and has field offices in Oklahoma City, Denver, and Pittsburgh. Our current customer base consists of thousands of facilities including national retail chains, restaurants, manufacturers, hospitals, hotels, city, state and federal facilities.

AREAS OF EXPERTISE: Natural gas marketing, supply and energy management to end-use customers.

KEY COMPANY ASSETS: Tiger places a strong emphasis on customer service. Customer relationships are the key element to our success. Tiger graduated from the Small Business Administration's 8(a) program in Sept. 2005, and is currently certified with the SBA HUBZone program, the WBE -- Women's Business Enterprise National Council, Oklahoma Minority Supplier Development Council, TERO Cherokee Nation and the United States Department of Interior.

Tiger was founded in 1991 as a Minority Owned Natural Gas Marketing Company. Tiger has over 400 years of collective experience in all areas of the natural gas business. This vast, in-depth knowledge allows Tiger to provide the highest level of service and support to our customers. Tiger has established a solid reputation by applying the basic principles of integrity, honesty and reliable customer service.

As the United States' diverse population continues to grow, Fortune 1000 companies have instituted Diversity Programs that are looking to the minority population to capture key relationships that can be built upon with minority owned companies. Additionally, the federal sector has become more in tune with meeting minority goals. Tiger is fulfilling these needs by offering competitive energy cost solutions.

Tiger Natural Gas, Inc. Exhibit 3-2



Tiger provides natural gas marketing and energy management services to commercial, industrial and governmental facilities throughout the United States. Tiger is headquartered in Tulsa, Oklahoma, with field offices in Pennsylvania and Colorado. Tiger was formed in 1991 and remains wholly owned by our President and Owner, Lori Johnson Nalley. Tiger is an American Indian/Woman owned business with the U.S. Small Business Administrations' HUBZone certification and a recent graduate of the SBA's 8(a) program.

Tiger has been in business since 199d and our employees have over 300 years of cumulative knowledge of the natural gas market. Tiger excels at supplying natural gas and natural gas management services to our customers. Tiger places a strong emphasis on customer service and customer relations, which are key elements to our success. Tiger has been an approved shipper and supplier on the CG&E system for more than seven years. Tiger's gas supply management services include complete management and administration of all aspects of delivering our customer's natural gas supply. Tiger maintains an open and continuous communication with our customer's personnel during the implementation, and performance of the contract. Tiger manages the nominations and balancing for our clients.

The key personnel that handles customer contracts include:

Robert Smith, Vice President, BSmith@tigernaturalgas.com toll free 888 875-6122 or 918 491-6998 extension 202, cell 918 855-0141. Mr. Smith facilitates initiation of contract, natural gas acquisition, management, hedging and any issues during the contract term

Janet Aery, Director Gas Control, <u>jaery@tigernaturalgas.com</u> toll free 888 875-6122 or 918 491-6998 extension 214, cell 918 724-8419. Mrs. Aery facilitates transportation scheduling, balancing, nomination and delivery of scheduled gas quantities.

Anita Kennedy, Accounting, <u>akennedy@tigernaturalgas.com</u> toll free 888 875-6122 or 918 491-6998 extension 225, cell 918 261-2014. Mrs. Kennedy facilitates invoice preparation and invoice questions.

## Tiger Natural Gas, Inc. Exhibit 5-3

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Tiger manages our customers' natural gas supply requirements with anticipation of weather and market conditions and with their facilities' needs in mind. Our in-depth knowledge allows us to provide the highest level of support to our clients. We are available 24 hours a day, seven days a week. Our telephone paging system is in place for after hours and our key personnel's cellular and home telephone numbers are available for emergency purposes. Each member of our team is fully committed to ensuring that we will exceed our customers' expectations.

Tiger's average daily deliveries for 2011 were 109,000 mmbtu/day. We serve a multitude of customers in the Governmental, Commercial, Industrial, Health-Care industries.

Tiger delivers gas to customers thru Local Distribution Companies in the following states:

Arkansas

California Colorado

District of Columbia

Maryland

New Jersey

New Mexico

Ohio

Oklahoma

Pennsylvania

Texas

Virginia

Florida

**RECEIVED** 

JUN 26 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Tiger Natural Gas, Inc. Exhibit A-14 – Principal Officers, Directors & Partners 18

President Lori Johnson Nalley 11528 S. New Haven Ave Tulsa, OK 74137 Ph (918) 491-6998, Ext 205

Executive Vice President Robert Smith 1422 E 71<sup>st</sup> Tulsa, OK 74136 Ph ( 918) 491-6998, Ext 213

Secretary/Treasurer Deborah Smith 1422 E 71<sup>st</sup> Tulsa, OK 74136 Ph (918) 491-6998, Ext 207

Chief Financial Officer Teresa Walker 6867 S Evanston Ave Tulsa, OK 74136 Ph (918) 491-6998, Ext 208

Director, Lori Johnson Nalley 11528 S. New Haven Ave Tulsa, OK 74137 Ph(918) 491-6998, Ext 205

Lori Johnson Nalley is 100% shareholder

resumes submitted in 2000. Original application in 2000.



Pursuant to Section 5.14 of the Pennsylvania Public Utility Commission's Regulations, Tiger Natural Gas, Inc. hereby serves a copy of this letter as notice of our desire to expand our marketing services to include residential customers.

June 26, 2013

Pennsylvania Public Utility Commission Secretary of the Commission Keystone Building, 400 North Street Harrisburg, PA 17120

RE: Tiger Natural Gas, Inc., Filing/License # A-125081
Amendment to 'Customer Class' – adding Residential to our potential customer base.

Secretary of the Commission:

Please accept this letter, and the attached filing as our request to include Residential customers to our potential customer class options.

Tiger Natural Gas, Inc. was originally approved in April 2000 to serve natural gas to all customer classes. Accordingly Tiger served notice in the applicable newspapers in the area reflecting our intent to supply natural gas to the general public, and no protests were received. A copy of the original notices are included in this filing.

In December 2000, Tiger requested the Pennsylvania Public Utility Commission to list Tiger as serving commercial and industrial customers only. Tiger continues to serve only commercial and industrial customers at this time, but we now hope to enter the residential market as well.

Please do not hesitate to contact me if you have any questions or if additional information is needed.

Thank you for considering this amendment request.

Sincerely,

Teresa Walker.

Chief Financial Officer,

Tiger Natural Gas, Inc.

1422 E 71st, Suite J

Tulsa, Ok 74136

Phone 918-491-6998

Fax 918-491-6659

twalker@tigernaturalgas.com

2013 JUL -8 AMII: 11
SECRETABLES

### **ORIGINAL**



October 4, 2013

Rosemary Chiavetta, Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17120

RE: Tiger Natural Gas, Inc., Filing/License # A-125081

Amendment to 'Customer Class' – adding Residential to our potential customer base.

Supplemental information/corrections as requested by the Public Utilities Commission.

And also notice to limit residential service request to Columbia of Pennsylvania at this time.

Secretary of the Commission:

Please accept this letter, and the attached filings as our response to supplemental information or corrections to our original amended filing dated June 26, 2013.

The original amended filing was submitted as our request to add residential customers through out Pennsylvania to our customer base. At this time, we would like to limit, or revise, or original request to include residential customers on Columbia of Pennsylvania only. Accordingly, I have noted the change on the revised documents enclosed.

Please do not hesitate to contact me if you have any questions or if additional information is needed.

Thank you for considering this amendment request.

Sincerely, Quality

Teresa Walker, Chief Financial Officer, Tiger Natural Gas, Inc. 1422 E 71<sup>st</sup>, Suite J Tulsa, Ok 74136 Phone 918-491-6998 Fax 918-491-6659

twalker@tigernaturalgas.com

RECEIVED

OCT - 4 2013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

•	•	194- Redsed Submissing
	* If a corporate partner in the Applicant's domestic partnersl a copy of the Applicant's Department of State filing pursuan	nip is not domiciled in Pennsylvania, attach
	The Applicant is a:	I, Teresa Walker, Tiger Natural Gas, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter.  I understand that the statements herin are made subject to the penalties of 18
	domestic corporation (none)  XX 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	Pa.C.S.§ 4904 (relating to unsworn falsification to authorities).
	Provide proof of compliance with appropriate Department of Sta Additionally, provide a copy of the Applicant's Articles of Incorporative name and address of officers.	
	Lori Nalley, President, 11528 S New Haven, Tulsa, OK 74137 Robert Smith, Vice President, 11739 S Canton, Tulsa, OK 7413 Deborah Smith, Secretary/Treasurer, 11739 S Canton, Tulsa, O Teresa Walker, Chief Financial Officer, Tulsa, OK 74136	K 74137 ULT - 4 2013  PA PUBLIC UTILITY COMMISSION
	The Applicant is incorporated in the state of	SECRETARY'S BUREAU
6.	AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA statement)	A: (select and complete appropriate
	Affiliate(s) of the Applicant doing business in Pennsylvania a	are:
	Give name and address of the affiliate(s) and state whet utilities.	ther the affiliate(s) are jurisdictional public
	Does the Applicant have any affiliation with or ownership into  (a) any other Pennsylvania retail natural gas supplier lic  (b) any other Pennsylvania retail licensed electric gener  (c) any Pennsylvania natural gas producer and/or marke  (d) any natural gas wells or  (e) any local distribution companies (LDCs) in the Comr	ensee or licensee applicant, ration supplier or license applicant, eter,
affiliatio	If the response to parts a, b, c, or d above is affirmative, provide and/or ownership interest.	a detailed description and explanation of the
☐ Pro	ride specific details concerning the affiliation and/or ownership into (a) any natural gas producer and/or marketers, (b) any wholesale or retail supplier or marketer of natura energy sources.	-
	XX Provide the Pa PUC Docket Number if the applicant has e (a) for a Pennsylvania Natural Gas Supplier license, or (b) for a Pennsylvania Electric Generation Supplier licen	A-125081 Valid License

Subin ission

PROPOSED SERVICES: Generally describe the natural gas services which the Applicant proposes to offer. 9. TIGER HAS BEEN PROVIDING NATURAL GAS SERVICES TO COMMERCIAL CUSTOMERS AND IS WISHING TO AMEND OUR LICENSE TO INCLUDE RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS ON COLUMBIA OF PENNSYLVANIA. TIGER IS APPLYING TO BECOME A CHOICE SUPPLIER ONLY ON COLUMBIA OF PENNSYLVANIA AT THIS TIME. 10. SERVICE AREA: Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services. For purposes of this amendment to add small commercial and residential to our license --TIGER ONLY WISHES TO SERVE SMALL COMMERCIAL AND RESIDENTIAL CUSTOMERS ON COLUMBIA OF PENNSYLVANIA AT THIS TIME. 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 XXX All of above Other (Describe): 12. START DATE: The Applicant proposes to begin delivering services on \_\_ (approximate date). December 2013 - for residential customers. We are currently serving commercial and industrial accounts under operating license / case A-125081. I understand that the statements herin are I, Teresa Walker, Tiger Natural Gas, hereby made subject to the penalties of 18 state that the facts above set forth are true Pa.C.S.§ 4904 (relating to unsworn and correct to the best of my knowledge,

information and belief, and that I expect to be able to prove the same at a hearing held in this matter.

falsification to authorities). Quandalle

TAXATION: Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application 14.

- 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.
- STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND 16. 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.
  - 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.

Johnathan Burris, Director of Marketing, 1422 E 71<sup>st</sup>, Tulsa, OK 74136 tel 918-491-6998, fax 918-491-6659 Lori Nalley, President, 1422 E 71st, Tulsa, OK 74136 tel 918-491-6998, fax 918-491-6659

- 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:
- 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 the statements herin are a found in the made subject to the penalties of 18 N state that the facts above set forth are true Natural Gas Supplier Li and correct to the best of my knowledge, Pa.C.S.§ 4904 (relating to unsworn

falsification to authorities).

Seemwaller

Updated May 2013

PAPUC Document #: 1 information and belief, and that I expect to be able to prove the same at a hearing held in this matter.

#-16 C Reviser pg/ Submission, 10/4/13

# TIGER NATURAL GAS, INC. / TIGER, INC. Disclosure Statement Format for Natural Gas Suppliers

This is an agreement for natural gas services, between TIGER NATURAL GAS, INC. / TIGER, INC. ("TIGER") and CUSTOMER:
('CUSTOMER")
Background We at TIGER are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-125081.
☐ Tiger will provide all of your natural gas supply. We set the prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services.
☐ In most cases the Natural Gas Distribution Company will issue the bill for service, however, if you request, Tiger can bill you directly for our service.
☐ Right of Rescission - You may cancel this agreement by calling our customer service number, 1.888.875.6122, or by email, <a href="mailto:CustomerService@TigerNaturalGas.com">CustomerService@TigerNaturalGas.com</a> , at any time before midnight of the third business day after receiving this disclosure.
Definitions
<ul> <li>Commodity Charge – The charges for basic gas supply service which is sold either by volume ( ccf or</li> </ul>
Mcf) or heating value (dekatherms).
☐ Interstate Pipeline Charges - Charges for moving natural gas to the distribution lines of a distribution company.

### **Terms of Service**

**1. (a) Basic Service Prices -** You will pay rate per DTH for the commodity of natural gas based upon the NYMEX LAST DAY CLOSE plus \$1.00 per DTH. Commodity charges include estimated total state taxes and exclude Pennsylvania sales tax, if applicable. You are responsible for any service and delivery charges imposed by your local distribution company.

### 2. Length of Agreement

You will buy your natural gas supply service for the above address from TiGER beginning on a date set by your Natural Gas Distribution Company and will continue for a period of one year.

- **3. Special Terms and Conditions** Any oral transactions made between you and Tiger's representatives are considered legally binding.
- 4. Cancellation Provisions Cancelling your contract before the end of the primary term will result in an early cancellation fee of \$50 per account. There is no early cancellation fee if cancellation is initiated by Tiger, however, you are still responsible for any gas charges up the actual cancellation date.

Some common reasons for cancellation could be:

I, Teresa Walker, Tiger Natural Gas, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter.

I understand that the statements herin are made subject to the penalties of 18 Pa.C.S.§ 4904 (relating to unsworn falsification to authorities),

#16C Revised pg2 Submission 1014/13

Non-Payment – If your natural gas service is terminated by your natural gas distribution company, this agreement is considered cancelled on the same termination date. You will owe Tiger for the amounts unpaid for our charges for natural gas delivery up to the date of the termination.

Company-Initiated Cancellation – If Tiger cancels this agreement for any reason other than for

customer non-payment, we will follow applicable rules in providing notice to you.

Customer Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe Tiger for amounts unpaid to the date of cancellation and we will charge the early cancellation fee mentioned above.

Customer Move – If the customer moves from the address listed above, this agreement is cancelled.

**5. Renewal Provision** – Renewal prices and terms will be presented in the required notices (2) that you will receive from Tiger between 60 and 90 days before the agreement expiration.

### 8. Agreement Expiration/Change in Terms

If you have a fixed term agreement with Tiger and it is approaching the expiration date (renewal period) or if we propose to change our terms of service, we will send you two (2) advance notices either in your bill or in separate mailings between 60 and 90 days before either the expiration date or the effective date of the changes. We will explain your options in these two advance notices.

### 9. Dispute Procedures

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

10. Contact Information		
Supplier Name:	TIGER NATURAL GAS, INC./TIGER, INC.	
Address:	1422 E. 71 <sup>ST</sup> , SUITE J. TULSA, OK 74136	
Phone Number:	918 491-6998 or 888875-6122	
Internet Address:	www.tigernaturalgas.com	
Distribution Company Name:		
Provider of Last Resort Name:		
Address:		
Phone Number:		
Public Utility Commission (PUC	)	
Address: P.O. Box 3265 Harrist	ourg, PA 17105-3265	
Choice Hotline Number: 1-800-	RECEIVED	
Universal Service Program Nan	ne:	IVECTIVED

0CT - 42013

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

I, Teresa Walker, Tiger Natural Gas, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter.

I understand that the statements herin are made subject to the penalties of 18 Pa.C.S.§ 4904 (relating to unsworn falsification to authorities).

Dundalher

a fill Bittainin franco PENN AVENUE AT SPRUCE STREET • P.O. BOX 3311 • SCRANTON, PA 18505-3311 BILLED/ACCOUNT NO. PHONE (570) 348-9100 178660 2 BILLED ACCOUNT 5 BILLING PERIOD 6 TERMS OF PAYMENT. TIGER NATURAL GAS SEE OTHER SIDE 12/08/00 12/08/00 3 11: INVOICE NO. 4 12: BILLING DATE 12: 1-G WEST 41ST SAND SPRINGS OK 74063 12/08/00 LEGAL BILL DATE REFERENCE STON CHARGES OF CREDITS. THE SAUL STONE SHILED RATE OF THE SAUL STONE SHILED RATE OF THE SAUL STONE SHILED STONE SHILD SHILD SHILED STONE SHILD SHILD SHILED STONE SHILD SHILD SHILD SHILD SHILD SHILD SHILD SHILED SHILD SHIL 1052801 PUC NOTICE 5.00 1052801 AFF CHG 12/8/00 THE SCRANTON TIMES UNDER ACT P. L. 877 NO. 160, JULY 9,1976) COUNTY OF LACKAWANNA COMMONWEALTE OF PENNSYLVANIA BEING DULY SWORN ACCORDING TO LAW DEPOSES AND SAYS CAROLYN TIMLIN THAT SHE IS ACCOUNTING CLERK FOR THE SCRANTON TIMES . OWNER AND PUBLISHER OF THE SCRANTON TIMES , A NEWSPAPER OF GENERAL CIRCULATION, ESTABLISHED IN 1870. PUBLISHED IN THE CITY OF SCRANTON . COUNTY AND STATE AFORESAID. AND THAT THE PRINTED NOTICE OR PUBLICATION HERETO ATTACHED IS EXACTLY AS PRINTED IN THE REGULAR EDITIONS OF THE SAID NEWSPAPER ON THE FOLLOWING DATES. VIZ : HG 12/8/00 AFFIANT FURTHER DEPOSES AND SAYS THAT NEITHER THE AFFIANT NOR THE SCRANTON TIMES IS INTERESTED IN THE SUBJECT MATTER OF THE AFORESAID NOTICE OR ADVERTISEMENT AND THAT ALL ALLEGATIONS IN THE FOREGOING STATEMENT AS TIME, PLACE AND CHARACTER OF PUBLICATION ARE TRUE SWORN AND SUBSCRIBED TO BEFORE ME LEGAL NOTICE .
PENNSYLVANIA
PUBLIC UTILITY
COMMISSION NOTICE A.D. ROOD.

NOTARY PUBLIC) THIS 12 DAY OF DEC. Tiger Natural Gas, Inc. (terminal stab) Madam thip though to be securing Litary by '5 securing Litaris and County by Compression Expression 21, 23, 4334 Application number: A-1125081 1125081
Driginal Liceuse dute:
05/02/2000
Respectfully requests
license amendment to
include large commercial and industrial
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