



12/20/2013

AMBIT ENERGY

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

AMBIT ENERGY, L.P.
1801 North Lamar Street
Suite 200
Dallas, Texas 75202
T 214.270.1770

Re: Application to Register as a CEPS in New Hampshire

14
NH PUC 8 JAN 20 AM 8:25

Dear Ms. Debra Howland,

Please consider this is the official submission of Ambit Northeast, LLC's application to provide electricity services to residential and small commercial customers in the State of New Hampshire. Attached to this cover letter is Ambit's application as well as two copies and an electronic version which has been provided on CD in PDF format. Ambit Northeast, LLC has reviewed and complied with the initial registration requirements for Competitive Electric Power Suppliers as may be found in PUC 2003.01. The \$500 filing fee is included with this application as well as a guarantee Ambit Northeast, LLC has not initiated any sales of electricity services to New Hampshire customers, either directly or through mass media marketing, and Ambit Northeast, LLC will refrain from doing so until the New Hampshire Public Utilities Commission approves this application. Per the Commission's instructions, this application has been taken directly from section 2006.01 of the Commission rules. Each requirement has been fully addressed and documentation regarding Ambit Northeast, LLC's NEPOOL membership, proof of technical ability, and evidence of financial surety has been provided. We ask that if any information is lacking or if clarification is needed, the Commission will allow us an opportunity to clarify or to provide additional information.

Ambit Northeast, LLC is a subsidiary of the parent company Ambit Holdings, LLC ("Ambit Energy," "Ambit"), a company founded in and operating out of Dallas, TX. Ambit Energy was created in 2006 and is a provider of electricity and natural gas to over 700,000 residents and small commercial customers in Texas, New York, Illinois, Maryland, Pennsylvania, and New Jersey. In addition to these states, Ambit has recently been approved by state regulatory authorities to provide electricity services to residential and small commercial customers in Connecticut and Rhode Island as well as natural gas to customers in Virginia, and natural gas and electricity services to customers in The District of Columbia.

Ambit's business plan has always been to provide natural gas and electricity services to customers while exhibiting excellent customer service standards. Ambit's state of the art call center is located in Plano, Texas, twenty miles from corporate headquarters in Dallas, Texas. Customer care representatives are available to assist customers with billing or service inquiries from 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. and 5:00 p.m. on Saturday (CST).

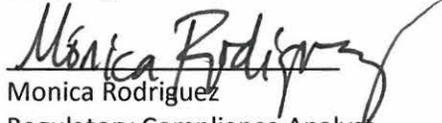
AMBIT ENERGY, L.P.

1801 North Lamar Street
Suite 200
Dallas, Texas 75202
T 214.270.1770

Ambit's management team is comprised of seasoned executives with over forty five years of combined experience in deregulated utility markets, serving both energy and telecommunications end user residential and small commercial customers. In addition, Ambit Energy has met all of the licensing requirements, testing and EDI standards for the following local distribution companies (LDUs): Public Service of New Hampshire, Baltimore Gas & Electric, Consolidated Edison, KeySpan, National Grid, NYSEG, Rochester Gas and Electric, Nicor Gas, Oncor, Centerpoint, AEP, Texas-New Mexico Power, Orange & Rockland, Central Hudson, PSE&G, PPL, and PECO.

Ambit Energy appreciates the opportunity to provide services to New Hampshire customers and if this application is approved, will work diligently to adhere to and comply with all New Hampshire Public Utilities Commission rules and requirements.

Sincerely,



Monica Rodriguez

Regulatory Compliance Analyst

Mrodriguez@ambitenergy.com

Phone: (214) 461-4789

Application to operate as a Competitive Electric Power Supplier in the State of New Hampshire:

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address.

Ambit Northeast, LLC d/b/a Ambit Energy
www.AmbitEnergy.com

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable.

Business Address: 1801 North Lamar Street
Suite 600
Dallas, TX 75202
Phone: 214.270.1770
Website: www.AmbitEnergy.com

(3) The applicant's place of incorporation, if anything other than an individual.

The Applicant is incorporated within the State of Delaware.

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual.

Jere Thompson, Jr.- Chief Executive Officer
Phone: 214.530.5416
jthompson@ambitenergy.com

Chris Chambless- Chief Marketing Officer
Phone: 214.530.5418
cchambless@ambitenergy.com

John Burke- Chief Information Officer
Phone: 214.530.5417
jburke@ambitenergy.com

Laurie Rodriguez- Chief Financial Officer
Phone: 214.461.4737
lrodriguez@ambitenergy.com

Each of the Officers share the same business address:
1801 North Lamar Street
Suite 600
Dallas, TX 75202

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility.

The Applicant presently does not have an affiliate or subsidiary working in the State of New Hampshire.

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available.

Applicant's customer service toll free phone numbers:

1-877-282-6248 (Customer Care)

1-800-639-3637 (New Enrollments, English & Spanish)

1-877-375-1361 (Pledge Line only)

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries.

Patricia Zacharie- Corporate Counsel and Manager, Regulatory and Compliance
1801 North Lamar Street
Suite 200
Dallas, TX 75202
Phone: 214.530.5422
Pzacharie@ambitenergy.com

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process.

Capitol Corporate Services, Inc.
1 Old Loudon Rd
Concord, NH 03301
Phone: 800.345.4647
Fax: 800.432.3622
Email: N/A

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual.

Please see Attachment A.

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service.

PSNH

(11) A description of the types of customers the applicant intends to serve and the customer classes as identified in the applicable utility's tariff within which those customers are served.

The Applicant intends to provide electricity services to residential and small commercial retail customers in the State of New Hampshire.

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity.

Connecticut, Delaware, District of Columbia, Illinois, Maryland, New Jersey, Pennsylvania, Rhode Island.

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity.

Please see Attachment B.

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members.

None of the Applicant's managers or members has ever been convicted of a felony.

(15) A statement as to whether the applicant or any of the applicant's principals:

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation:

Neither the applicant nor any of its principals has, within the previous 10 years, had any civil, criminal, or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection laws or regulations.

- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

Neither the applicant nor any of its principals has, within the previous 10 years, settled any civil, criminal, or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection laws or regulations.

c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

Neither the applicant nor any of its principals is currently the subject of any pending civil, criminal or regulatory investigations or complaints involving any state or federal consumer protection laws or regulations.

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event.

N/A

(17) For those applicants intending to telemarket, a statement that the applicant shall:

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
- c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.

N/A

(18) For those applicants that intend not to telemarket, a statement to that effect.

The Applicant does not intend to telemarket.

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service.

The Applicant intends to use the utility's billing service.

(20) A copy of each contract to be used for residential and small commercial customers.

Please see Attachment C.

(21) Evidence that the applicant is able to obtain supply in the New England energy market.

Please see Attachment D.

(22) Evidence of financial security.

Please see Attachment E.

(23) A statement from each utility indicating that the applicant has complied with the training and testing requirements for EDI.

Please see Attachment F.

(24) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and the signature of the applicant or its representative.

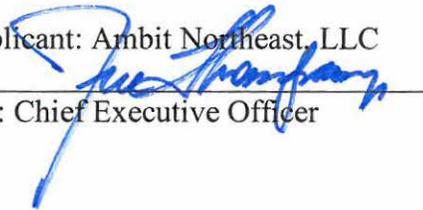
An affidavit for the above requirement is attached to the application; please see Attachment G.

(25) The \$500 filing fee has been attached to the application.

Applicant: Ambit Northeast, LLC

By: _____

Title: Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Joe Thompson", is written over a horizontal line. The signature is stylized and extends above and below the line.

Attachment A

Responsive to Item 9

New Hampshire Secretary of State Filing



State of New Hampshire
Department of State
Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Registration as a Foreign Limited Liability Company.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 660732

Mailing address - 107 North Main Street, State House room 204, Concord, N.H. 03301-4989
Physical Location - 25 Capitol Street, State House Annex - 3rd Floor, Concord NH
Forms on Web - www.nh.gov/sos/corporate

State of New Hampshire

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00

Form FLLC-1
RSA 304-C:12

Use black print or type.
Forms must be single-sided, on 8 1/2 x 11" paper;
double sided copies will not be accepted.

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the limited liability company is

Ambit Northeast, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is

Ambit Northeast, LLC

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is May 28, 2010

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is

sale of electricity and natural gas services and any and all purposes permitted lawfully

SIXTH: The name of its registered agent in New Hampshire is

Capitol Corporate Services, Inc.

and the street address, town/city (including zip code and post office box, if any) of its registered office is
(agent's business address in New Hampshire)

1 Old Loudon Rd, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



T1129231051

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: 
Print or type name: Jere W. Thompson, Jr.
Title: President of Managing Member, Ambit Energy Holdings, LLC
Date signed: 10/5/11

Complete address of person signing: Jere W. Thompson, Jr.
1801 North Lamar St., Suite 200
Dallas, Texas 75202

- * Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL CERTIFICATE OF EXISTENCE OR DOCUMENT OF SIMILAR IMPORT ISSUED BY THE STATE OR COUNTRY OF FORMATION AND FORM SRA to: Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMBIT NORTHEAST, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF OCTOBER, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AMBIT NORTHEAST, LLC" WAS FORMED ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



4830460 8300

111111103

You may verify this certificate online
at corp.delaware.gov/autver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9099056

DATE: 10-18-11

Form SRA - Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws

Part I - Business Identification and Contact Information

Business Name: Ambit Northeast, LLC
Business Address (include city, state, zip): 1801 N. Lamar St., Ste. 200 Dallas TX 75202
Telephone Number: 214-530-5422 E-mail: pzacharie@ambitenergy.com
Contact Person: Patricia Zacharie
Contact Person Address (if different): _____

Part II - Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected.
PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below.
However, you must insure that your business meets all of the requirements spelled out in A), B), and C):

1. _____ Ownership interest in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
A) This business has 18 or fewer owners; and
B) Advertising relating to the sale of ownership interests has not been circulated; and
C) Sales of ownership interests - if any - will be completed within 60 days of the formation of this business.
2. _____ This business will offer securities in New Hampshire under another exemption from registration or will solicit the for federal covered securities. Enter the citation for the exemption or notice filing claimed: _____
3. _____ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. X This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III - Check ONE of the following items in Part III:

1. X This business is not being formed in New Hampshire.
2. _____ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV - Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Official signatures only)

Name (print): Jera W. Thompson, Jr. Signature: 
President of Managing Date signed: _____
Member, Ambit Energy
Name (print): Holding, Inc Signature: _____
Date signed: _____

Name (print): _____ Signature: _____
Date signed: _____

Attachment B

Responsive to Item 13

Applicant's Complaints for 2013

Attachment B

Ambit Northeast, LLC operates in Connecticut, Delaware, District of Columbia, Illinois, Maryland, New Jersey, and Pennsylvania, and serves over 100,000 customers. For the most recent calendar year of 2013, the applicant received 76 complaints from state regulatory authorities regarding electricity services. The following is a summary of the received complaints:

State	Number of Complaints	Issue
Connecticut	5	Alleged Slamming (2), Enrollment (1), Rates (2)
Delaware	0	
District of Columbia	1	Billing (1)
Illinois	21	Alleged Slamming (12) Billing (9)
Maryland	15	
New Jersey	10	Rates (4) Billing (3) Enrollment (3)
Pennsylvania	24	Slamming (6), Enrollment (4), Rates (5), Refund (2), Billing (6), Customer Service (1)

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For each of the above complaints, customer care representatives contacted the customers in an effort to find a resolution. Following each phone call, a member of the Compliance department sent a written response to the corresponding regulatory authority, describing the details of the complaint and any resolutions. None of the state commissions responded further, so the applicant assumes violations were never given.

Attachment C

Responsive to Item 20

The attached Pennsylvania Terms of Service, Residential and Small Commercial Contract are examples of Ambit Northeast LLC's standard contracts.

Ambit Northeast, LLC Pennsylvania Service Area Sales Agreement and Terms of Service

EFFECTIVE: OCTOBER 30, 2013

The following is your Terms of Service (Agreement) with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit") for the purchase of electricity and/or natural gas service.

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity or natural gas delivered to you, as measured or estimated by your Electric Distribution Company (EDC) or your Natural Gas Distribution Company (NGDC). Ambit Energy is an Electric Generation Supplier (EGS) and a Natural Gas Supplier (NGS) and will supply electricity and/or natural gas as specified in the Energy Facts Label ("EFL") and/or Disclosure Statement, which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the electric and/or natural gas service Ambit Energy provides to you under this agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement, the EFL and/or Disclosure Statement for your records. The Disclosure Statement and EFL are considered to be integral components of this Agreement.

CONTACT INFORMATION:

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

Ambit Energy

Internet Address: www.ambitenergy.com

P.O. Box 864589

Plano, TX 75086

Customer Service (877) 282-6248

Fax (214) 969-5928

Operating Hours:

Monday - Friday 9:00 AM - 7:00 PM EST

Saturdays 11:00 AM - 6:00 PM EST

In the event of a power outage or gas leak, please contact your Electric Distribution Company or Natural Gas Distribution Company:

Columbia Gas of Pennsylvania (888) 460-4332

Duquesne Light (888) 393-7000

Met-Ed (800) 545-7741

National Fuel Gas (800) 444-3130

PECO (Electric and Gas) (800) 841-4141

Penelec (800) 545-7741

Penn Power (800) 720-3600

Peoples Natural Gas (800) 764-0111

PPL Corporation (800) 342-5775

West Penn Power (800) 686-0021

Public Utility Commission of Pennsylvania (PUC)

PO Box 3265

Harrisburg, PA 17105-3265

Utility Choice Hotline: (800) 692-7380

Ambit Energy is licensed as an EGS and a NGS with the Public Utilities Commission (PUC) in the Commonwealth of Pennsylvania. Ambit Energy's electricity license number is A-2010-2190276. Ambit Energy's natural gas license number is A-2012-2289779. Ambit Energy sets the Electric Generation Service Charge and the Natural Gas Supply charge while the Public Utilities Commission (PUC) regulates electric and natural gas distribution prices and services. The Federal Energy Regulatory Commission (FERC) regulates electric and natural gas transmission prices and services.

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

SERVICE TERM AND PRODUCT SELECTION: Depending on which plan you have selected, your service under this Agreement is provided under either a fixed-rate (term) product or a variable-rate (month-to-month) product, specified in the Energy Facts label and/or Disclosure Statement.

The product selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC. Because this date is determined by your EDC or NGDC, Ambit Energy is not able to commit to a specific date for the commencement of service. Product changes should be submitted 2 weeks prior to your meter read to take effect at the start of your next billing period. Any requests made less than 2 weeks in advance may delay the start of the new product until the following bill period.

Variable Rate Products shall commence for a one (1) month term ("Initial Term") and thereafter rates are subject to change at the discretion of Ambit Energy. This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date.

Fixed Rate Products shall commence for a term as specified in the ELF and/or Disclosure Statement. A contract-expiration notice will be sent to you in two written notices at about ninety (90) days and sixty (60) days from us, either as a bill message, email or direct mail that precedes either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two written notifications. If you fail to take action to ensure the continued receipt of retail energy service upon the contract's expiration, you will automatically continue to be served by Ambit Energy pursuant to a default renewal variable-rate product on a month-to-month basis unless you select another product or EDC/NGDC.

Continued on Page 2



Ambit Northeast, LLC

Pennsylvania Service Area

Terms of Service

EFFECTIVE: OCTOBER 30, 2013

Page 2

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

RESCISSION PERIOD: You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving the written Disclosure Statement and Terms of Service. You can rescind this agreement by calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m. (ET), Monday - Friday and 11:00 a.m. to 6:00 p.m. (ET), Saturday. You may rescind in writing, orally, electronically, or by sending a fax to (214) 969-5928. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission.

CANCELLATION AND SWITCHING PROCEDURES: Customer or Ambit may cancel a variable rate Agreement, for reasons other than non-payment, at any time, by telephone at (877) 282-6248 or in writing at P.O. Box 864589, Plano, TX 75086 to the other party at least (30) days prior to the intended date of termination. If Customer enrolled under a fixed-rate product, you agree to remain a Customer of Ambit Energy until the term expires or you may be subject to an early termination fee, if specified in the EFL and/or Disclosure Statement. When you cancel services, you agree to pay for the services provided by Ambit Energy through the date you are switched to another provider or returned to the EDC or NGDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit Energy gives the EDC or NGDC notice of your cancellation request.

Ambit Energy and/or your EDC or NGDC reserves the right to cancel this Agreement (i) if your EDC or NGDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC or NGDC and Ambit Energy; or (iii) if the EDC or NGDC removes you from their consolidated billing program and requires that Ambit Energy bill you separately for your energy supply. If this occurs, we will notify both you and your EDC or NGDC of the cancellation of this agreement at least thirty (30) days prior to the effective date of cancellation. It may take up to sixty (60) days for Customer's account(s) to be returned to the EDC or NGDC depending on the EDC or NGDC cancellation procedures.

Customer may cancel the Agreement without penalty, if you move to another service location and provide evidence that you are moving, along with a forwarding address.

BILLING AND PAYMENT: Your EDC or NGDC will continue to issue you a monthly bill and the bill will include Ambit Energy supply charges, as well as applicable EDC or NGDC charges, surcharges, state and local taxes, and any other charges incurred in accordance with this

agreement. Bills will continue to be based on actual or estimated meter readings. Customer will make payment directly to the EDC or NGDC in accordance with the payment terms stated in the EDC or NGDC tariffs, unless otherwise provided herein. Customer will pay each monthly bill in full within twenty (20) days of the invoice date or be subject to a late payment charge of 1.5% per month, if applicable. In the event of failure to remit payment when due, Ambit will have the right to terminate commodity service and to seek suspension of distribution service. Customer may obtain additional information by contacting the Public Utility Commission by telephoning the Utility Choice Hotline at (800) 692-7380 or by writing to the following address: Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17105.

CONTRACT RENEWAL/CHANGE IN TERMS: If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive three written notices from us either as a bill message, an email or direct mail that precedes either the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advanced notifications. Your payment will be due to the EDC or NGDC by the date specified in your bill. Except as otherwise provided in this agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

INFORMATION RELEASE AUTHORIZATION: Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your EDC or NGDC. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and electric and/or gas usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC or NGDC is required by the PUC to communicate with Customer following a notice of change of EGS or NGS to confirm the change was authorized. Ambit will not give or sell customer information to any unaffiliated party without consent from the customer unless Ambit is required to do so by law or it is necessary to enforce this agreement.

CONSUMER PROTECTIONS: The services provided by Ambit Energy are protected by the terms and conditions of this Agreement and the Pennsylvania Public Utilities Commission (PUC).

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

DISPUTE RESOLUTION: In the event of a billing dispute or a disagree-

Continued on Page 3

Ambit Northeast, LLC

Pennsylvania Service Area

Terms of Service

EFFECTIVE: OCTOBER 30, 2013

Page 3

ment involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact the EDC or NGDC regarding any billing dispute, and should contact Ambit Energy in writing at P.O. Box 864589, Plano, TX 75086 or by telephone at (877) 282-6248 for any terms of service dispute. If after discussing your problem with Ambit Energy or the EDC/NGDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission by telephoning the Utility Choice Hotline at (800) 692-7380 or by writing to the following address: Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120.

AGENCY: Customer appoints Ambit as its agent to acquire the supplies necessary to meet its electricity and/or gas needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the EDC or NGDC needed to deliver electricity and/or gas to the Customer's premises. These services are provided on an arm's-length basis and market-based compensation is included in the price noted in your Disclosure Statement.

SEVERABILITY: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

DELAYS OR FAILURE TO EXERCISE RIGHTS: No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

TAXES AND LAWS: Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

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

ACCEPTANCE AND AMENDMENTS: This Agreement shall not become effective until accepted by Ambit Energy. Ambit Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Ambit Energy will supply Customer with a current version of this document annually and upon request.

FORCE MAJEURE: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC or NGDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give

immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

ASSIGNMENT: You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a PUC-certified EGS or NGS. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Ambit Energy shall have no further obligations hereunder.

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

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

GOVERNING LAW: Venue for any lawsuit brought to enforce any term or condition contained herein shall be exclusively in the State of Texas. This Agreement shall be governed by, enforced and performed in accordance with the rules of PUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to change this Agreement with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity and natural gas shall be a "good" for purposes of the UCC.

Ambit Northeast, LLC

Pennsylvania Penelec Service Area

Commercial Electric Disclosure Statement

EFFECTIVE: 12/05/2013

Keystone State Commercial 12 Month Term

8.4900¢ per kWh

PA PUC LICENSE #A-2010-2190276

This is a disclosure statement for electric generation supply service from Ambit Northeast, LLC d/b/a Ambit Energy. You may cancel this service any time before midnight of the third business day after receiving this disclosure by contacting Ambit Energy. Ambit Energy is licensed by the Pennsylvania Public Utility Commission to offer electric generation supply services in Pennsylvania. Our PUC license number is A-2010-2190276. Generation supply prices and charges are set by the Electric Generation Supplier (EGS) you have chosen (Ambit Energy). The Public Utility Commission regulates distribution prices and services. You will receive a single bill from your Electric Distribution Company, (EDC), Penelec, that includes your Ambit Energy supply charges as well as the EDC delivery charges.

Definitions

- Generation Charge - Charge for production of electricity
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company
- Generation Supply Charge - Charge for electric supply to customers

Terms of Service

1. Length of Agreement: The term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC. If you have chosen a variable plan, your service shall commence for a one (1) month term (Initial Term). Service will automatically renew for successive one (1) month periods (Renewal Term) unless either party notifies the other party in writing at least thirty (30) days prior to the next meter read date of the desire not to renew. If you have a fixed term plan your service shall commence for a 6 or 12 month term and will automatically renew for successive one (1) month periods to the current variable month to month rate.

2. Contract Renewal/Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive a written notices from us either as a bill message or in separate email or direct mail notification that precedes either the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advanced notifications.

3. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving the written disclosure statement. You can rescind this agreement by calling Ambit Energy at (877) 282-6248 from 9:00 a.m. to 7:00 p.m. (ET), Monday - Friday and 11:00 a.m. to 6:00 p.m. (ET), Saturday. You may rescind in writing, orally, or electronically, if available. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission.

4. Basic Service Prices: Your rate for the Initial Term and subsequent Renewal Terms may vary dependent upon price fluctuations in the energy and capacity markets, plus all applicable taxes.

5. Special Terms and Conditions: N/A

6. No Early Cancellation Fee: We will not charge you an early cancellation fee.

7. 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.

Contact Information:

Energy Generation Supplier Name:

Ambit Energy

Address:

P. O Box 864589, Plano, TX 75086

Phone Number:

(877) 282-6248

Internet Address:

www.ambitenergy.com

Electric Distribution Company and Provider of Last Resort:

Penelec

Address:

P.O. Box 3687, Akron, OH 44309-3687

Phone Number:

(800) 663-4766

Electrical Outage:

(800) 545-7741 [outage: (888) 544-4877] {outage: (888) 544-4877}

Utility Choice Hotline:

(800) 692-7380

Pennsylvania Public Utility Commission

P.O. Box 3265, Harrisburg, PA 17105-3264

Electric Competition Hotline:

(888) 782-3228

Home Energy Assistance:

LIHEAP www.compass.state.pa.us

v.PAPENLCommElecPrdTerm12Dis12052013_English

Attachment D

Responsive to Item 21

NEPOOL Participant Approval



Michael Lynch, Chair
NEPOOL Membership Subcommittee

June 15, 2011

Jere Thompson, Jr.
CEO
Ambit Northeast, LLC
1801 N. Lamar Street, Suite 200
Dallas, TX 75202
cwilliams@ambitenergy.com

Re: Application for NEPOOL Membership

Dear Mr. Thompson:

The request of Ambit Northeast, LLC ("Ambit") to become a Participant¹ in the New England Power Pool ("NEPOOL") was approved by the NEPOOL Participants Committee Membership Subcommittee at its June 13, 2011 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm Ambit's acceptance of NEPOOL's Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, *along with a copy of the Standard Membership Conditions, Waivers and Reminders*, to:

Audra Perry
New England Membership Application Coordinator
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-540-4680
E-mail: aperry@iso-ne.com

I understand that Ambit intends to operate in New England as a load aggregator. Your signature on a copy of this letter will also serve to confirm that understanding.

I have been instructed to remind Ambit of the following obligations which are common to all NEPOOL Participants that operate as load aggregators:

¹ Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement ("Restated NEPOOL Agreement"), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff").

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;
- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000;
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time;
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant any such entity;
- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;
- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the

Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction;

- (11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller;
- (12) each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and
- (13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

Upon receipt of this countersigned letter, NEPOOL expects to make the necessary filings with the Federal Energy Regulatory Commission in order for Ambit's application to become effective.

Very truly yours,



Michael J. Lynch
Chair, Membership Subcommittee
of the NEPOOL Participants Committee

Accepted and approved:

Ambit Northeast, LLC

By: 
Name: JERE W. THOMPSON SR.
Its: CEO

Dated: JUNE 15, 2011

Enclosure

Attachment E

Responsive to Item 22

Evidence of Financial Security



COPY

WESTCHESTER FIRE INSURANCE COMPANY

Bond No. K08767075

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Ambit Northeast, LLC, of 1801N. Lamar, Ste. 200, Dallas, TX 75202 hereinafter referred to as the Principal, and Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, as Surety, are held and firmly bound unto New Hampshire Public Utilities Commission as Obligee, in the sum of One Hundred Thousand Dollars and No/100 – (\$100,000.00) -, lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 2003.01(d)(4)(2) of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provision of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utilities Commission by the Principal as a licensed electric supplier to ensure the payment of Gross Receipts Tax as required by Section PUC 2003.01(d)(4)(2).



COPY

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in the State of New Hampshire and fulfills its obligation to pay the Gross Receipts Tax to the State of New Hampshire, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. This bond shall have the term beginning September 5, 2012 and ending February 2, 2018, but may be continued by certificate at the option of the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Surety shall provide Obligee and Principal with a written notice of its intent not to continue this bond at least sixty (60) days prior to its anniversary date.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to termination date of this bond.
3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within three (3) months from the termination or expiration date of the bond.

4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at this address at:

Westchester Fire Insurance Company 215-640-1000

436 Walnut Street

P.O. Box 1000

Philadelphia, PA 19106

SIGNED, SEALED AND DATED this 5th day of September, 2012.

Ambit Northeast, LLC
Principal

[Seal]

By: _____



Westchester Fire Insurance Company
Surety

[Seal]

By: _____



Keith M. Illa, Attorney-In-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

COPY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person, executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Barbara K Sacht, Cynthia D Haslam, Jeanne M Buchan, Keith M Illa, Lillian M Pitcher, Lisa Ritchie, Malia E Mann, Nancy Portugal, Scott D Chapman, Stacey A Torres, all of the City of INVER GROVE HEIGHTS, Minnesota, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of June 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 15 day of June, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of September, 2012



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 15, 2014.

Attachment F

Responsive to Item 23

Ambit Northeast, LLC EDI Connectivity and Certification Testing Completion Certificate

**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Ambit Northeast, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 12/09/13

Aaron Downing
Aaron Downing
PSNH Supplier Services



**Public Service
of New Hampshire**

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

The Northeast Utilities System

Date 12/09/13

Ambit Northeast, LLC
1801 N. Lamar St. Suite 200
Dallas TX 75202

Dear Jenny,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and Ambit Northeast, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Ambit Northeast, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

Thanks once again Jenny for your interest and I look forward to working with you in the future.

Sincerely,

Aaron Downing
PSNH Supplier Services

Attachment G

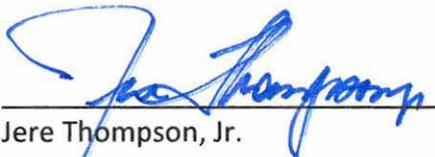
Responsive to Item 24

Ambit Northeast, LLC Affidavit of Verification

Affidavit of Verification

STATE OF TEXAS §
COUNTY OF DALLAS §

Jere Thompson, Jr., being first duly sworn, deposes and says that he is the Chief Executive Officer for Ambit Northeast, LLC; that he has read the foregoing Application of Ambit Northeast, LLC, and all of the attachments accompanying and referred to within the Application; and that the statements contained in the Application and the attachments are true, correct and complete to the best of his knowledge, information and belief.



Jere Thompson, Jr.

Jere Thompson, Jr., personally appeared before me, and being first duly sworn declared that he/she signed this application in the capacity designated, if any, and further states that he/she has read the above application and the statements therein contained are true.

Subscribed and sworn to before me
this 13th day of December 2013.



Notary Public's Signature

