

WESTCHESTER FIRE INSURANCE COMPANY

Bond No. K08767075

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Ambit Northeast, LLC of 1801 N. 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 Zero Cents – (\$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 to the Obligee for registration to offer, render, furnish or supply electricity or electric generation services to the public;

NOW THEREFORE, the Principal must provide financial security to Obligee in accordance with PUC 2003.01(d)(4) and PUC 2003.03 of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the rules and regulations of the New Hampshire Public Utilities Commission by the Principal as a licensed competitive electric power supplier (CEPS);

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 a competitive electric power supplier licensed in the State of New Hampshire and to deliver electricity at retail in accordance with its contracts, agreements and arrangements, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. This bond shall have the term beginning January 8, 2014 and ending June 7, 2019, but may be continued by certificate at the option of the Surety. Neither non-renewal by the surety, nor failure or 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 expiration date.
2. Upon notice from Obligee of Principal's nonperformance of its obligations as a New Hampshire CEPS, or Principal's fraud or other violation of the laws, rules, decisions, and orders applicable to Principal's CEPS registration, the Surety shall be liable only for damages or amounts ordered by the Obligee to be paid by Principal, up to the penal sum of this bond and until the 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 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 if the Obligee objects in writing to any language contained herein. If the Obligee objects to any language contained herein, Obligee shall, within 60 days of the date this bond is signed and sealed by the Surety, return this bond, certified mail or express courier, at the expense of Surety or Principal, to the Surety at the following address:

Westchester Fire Insurance Company 215-640-1000

436 Walnut Street

P.O. Box 1000

Philadelphia, PA 19106

SIGNED, SEALED AND DATED this 29th day of January, 2014.

[Seal]

Ambit Northeast, LLC
Principal

By: _____

Westchester Fire Insurance Company
Surety

[Seal]

By: _____

Keith Illa, Attorney-In-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

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 Elaine Lewis, Jeanne Buchan, Justin McQuain, Keith Illa, Kevin McQuain, Marc V Halvorsen, Rhessa F Boulton, Rosalyn D Hassell, Scott D Chapman, all of the City of HOUSTON, Texas, 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 Five million dollars & zero cents (\$5,000,000.00) 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 14 day of December 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 14 day of December, 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 28, 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 29th day of January, 2014.



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 December 14, 2014.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

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 person's 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 Elaine Lewis, Jeanne Buchan, Justin McQuain, Keith Illa, Kevin McQuain, Marc V Halvorsen, Rhesa F Boulton, Rosalyn D Hassell, Scott D Chapman, all of the City of HOUSTON, Texas, 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 Five million dollars & zero cents (\$5,000,000.00) 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 14 day of December 2012.

WESTCHESTER FIRE INSURANCE COMPANY




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 14 day of December, 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


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 12th day of February, 2014




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 14, 2014.

Ambit Northeast, LLC

New Hampshire Service Area

Sales Agreement and Terms of Service

EFFECTIVE: [Date]

The following is your Terms of Service Agreement ("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 energy service.

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity and/or gas delivered to you, as measured or estimated by your Electric Distribution Company (EDC). Ambit Energy is a Competitive Electric Power Supplier (CEPS) and will supply energy for your residence or business address enrolled under this Agreement, as specified in the 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 energy 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 and Disclosure Statement for your records.

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 a.m. – 7:00 p.m. ET

Saturdays 11:00 a.m. – 6:00 p.m. ET

In the event of a power outage or gas leak, please call your Local Distribution Company:

PSNH

Power Outage (XXX) XXX-XXXX

New Hampshire Public Utilities Commission

21 S Fruit St #10, Concord, NH 03301

(603) 271-2431 Website: www.puc.state.nh.us

Consumer Affairs Division

(800) 852-3793

Website: www.puc.nh.gov

The Consumer Affairs Division of the PUC provides information about customer rights and responsibilities.

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, as specified in the Disclosure Statement. Unless otherwise agreed to in writing or other form as authorized by the PUC, your rate and minimum term will be disclosed to you in your Disclosure Statement, along with any applicable monthly recurring fees. 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 EDC. Because this date is determined by your EDC, 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.

Fixed Rate Products shall commence for a term as specified in the Disclosure Statement. A contract-expiration notice will be sent to you at least thirty (30) days prior to the end of your contract term. If you fail to take action to ensure the continued receipt of retail energy service upon the contract's expiration, you will automatically continue to be served by Ambit Energy pursuant to a default variable-rate product on a month-to-month basis unless you select another product or retail energy supplier. You always have the option to choose another plan should this occur.

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 of its desire not to renew, at least thirty (30) days prior to the next meter read date. Ambit variable rates may change for a variety of reasons to include: Current and predicted weather patterns, retail marketplace competitive pressures, wholesale commodity energy costs, fluctuations in energy supply and demand, industry regulations, corporate pricing tactics and strategies, corporate costs to serve customers, among many factors. The variable rate for your electric supply each month will be calculated by multiplying your specific variable rate of electricity per kilowatt hour (kWh) that month by the amount of electricity you use in the billing cycle plus any applicable fee, charges, or taxes.

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 EDC. If the information received from the EDC does not match the requested Ambit Energy product, Customer agrees that Ambit Energy may switch the product type to match information received from the EDC, if such a product 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)

Ambit Energy is licensed as an CEPS by the New Hampshire Public Utilities Commission ("PUC") under license number [].

Ambit Northeast, LLC

New Hampshire Service Area

Sales Agreement and Terms of Service

EFFECTIVE: [Date]

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You may renew online by logging onto your account management site at www.ambitenergy.com, calling customer care at (877) 282-6248 or by faxing your request to renew your plan to (214) 969-5928. Please state the product that you would like to renew, include your account number and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will continue on a default variable plan. If Customer enrolled in one of Ambit Energy's Green plans, Savings Guarantee does not apply.

Rescission Period: You may rescind this agreement within seven (7) business days of receiving the written Terms of Service 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 or by in writing at P.O. Box 864589, Plano, TX 75086. You may rescind in writing, orally or electronically, if available. Please provide your name, address, phone number and statement that you are rescinding your Agreement under the seven (7) 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 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 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 notice of your cancellation request.

Ambit Energy and/or your EDC reserves the right to cancel this Agreement (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any you request separate bills from your EDC and Ambit Energy; or (iii) if the EDC 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 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 depending on the EDC cancellation procedures. Customer may cancel the Agreement without penalty, if you move to another service location and provide evidence that you are moving, along with a forwarding address.

You may add a telephone number to the national do not call registry by calling 888-382-1222 from the phone you wish to register, or click on "Register a Phone Number" in the left column of the webpage at www.donotcall.gov.

Billing and Payment: Your EDC will continue to issue you a monthly bill and the bill will include Ambit Energy supply charges, as well as separate and applicable EDC 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 in accordance with the payment terms stated in the EDC's 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.

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

Energy Assistance Programs: For information, including eligibility requirements, on New Hampshire's Low Income Home Energy Assistance Program, or the Electric Assistance Program, contact your local Community Action Agency office: <http://www.nh.gov/oep/energy/programs/fuel-assistance/agencies.htm>.

Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Ambit in writing at P.O. Box 864589, Plano, TX 75086, or by telephone at (877) 282-6248. If after discussing your problem with Ambit Energy or the EDC and you remain dissatisfied, you may file an informal complaint with the PUC's Consumer Affairs Division by calling (800) 852-3793 or by writing to the following address: NH PUC, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429.

Eligibility: Ambit Energy does not deny energy 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.

Information Release Authorization: Customer acknowledges that customer billing and payment information may be provided to Ambit Energy from your EDC. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and energy usage. This may include Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Ambit will not give customer information to any unaffiliated party without written consent from the customer unless Ambit is required to do so by law or it is necessary to enforce this agreement

Agency: Customer appoints Ambit as its agent to acquire the supplies necessary to meet its energy needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the EDC needed to deliver energy to the Customer's premises. These services are provided on an arm's-length basis and market-

Ambit Northeast, LLC
New Hampshire Service Area
Sales Agreement and Terms of Service

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 EFFECTIVE: [Date]

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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.

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. Ambit reserves the right to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by Ambit, or to meet minimum or maximum threshold consumption levels as determined by Ambit. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective without penalty.

Force Majeure: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC 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 certified Energy

Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. 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 energy service under this agreement will meet the applicable EDC's standards and may be supplied from a variety of sources. Ambit Energy makes no representations or warranties other than those expressly set forth in this agreement, and Ambit Energy expressly disclaims all other warranties, express or implied, including warranties of merchantability and 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 NH 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 without penalty.

Ambit Northeast, LLC

New Hampshire-PSNH Service Area

Residential Disclosure Statement

EFFECTIVE: Date

Fixed 12 Month Term

X.XXXX¢ per kWh

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 seventh business day after receiving this disclosure by contacting Ambit Energy. Ambit Energy is licensed by the New Hampshire Public Utilities Commission (PUC) as an Competitive Electric Power Supplier. Our PUC license number is []. Generation supply prices and charges are set by the Electric Distribution Company (EDC). The PUC regulates distribution prices and services. You will receive a single bill from your EDC, Public Service of New Hampshire, that includes your Ambit Energy supply charges as well as the EDC delivery charges.

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, a contract-expiration notice will be sent to you at least thirty (30) days prior to the end of your contract term. If you fail to take action to ensure the continued receipt of retail energy service upon the contract's expiration, you will automatically continue to be served by Ambit Energy pursuant to a default variable-rate product on a month-to-month basis unless you select another product or retail energy supplier. You always have the option to choose another plan should this occur.

3. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within seven (7) 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 seven (7) 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: Savings guarantee does not apply.

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:

Competitive Electric Power Supplier:

Ambit Energy
P. O Box 864589, Plano, TX 75086
(877) 282-6248
www.ambitenergy.com

Electric Distribution Company and Provider of Last Resort:

Public Service of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330

Emergency/Outage:

(800) 662-7764
(800) 346-9994 TTY/TDD number

New Hampshire Public Utilities Commission

21 S Fruit St #10
Concord, NH 03301
(603) 271-2431 Website: www.puc.state.nh.us

Energy Assistance Program:

For information, including eligibility requirements, on New Hampshire's Low Income Home Energy Assistance Program, or the Electric Assistance Program, contact your local Community Action Agency office:

<http://www.nh.gov/oep/energy/programs/fuel-assistance/agencies.htm>.

Ambit Northeast, LLC

New Hampshire-PSNH Service Area

Residential Disclosure Statement

EFFECTIVE: Date

Variable - Electric

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 seventh business day after receiving this disclosure by contacting Ambit Energy. Ambit Energy is licensed by the New Hampshire Public Utilities Commission (PUC) as an Competitive Electric Power Supplier. Our PUC license number is []. Generation supply prices and charges are set by the Electric Distribution Company (EDC). The PUC regulates distribution prices and services. You will receive a single bill from your EDC, Public Service of New Hampshire, that includes your Ambit Energy supply charges as well as the EDC delivery charges.

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 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. You always have the option to choose another plan,

3. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within seven (7) 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 seven (7) 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: Savings guarantee does not apply.

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:

Competitive Electric Power Supplier:

Ambit Energy
P. O Box 864589, Plano, TX 75086
(877) 282-6248
www.ambitenergy.com

Electric Distribution Company and Provider of Last Resort:

Public Service of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330

Emergency/Outage:

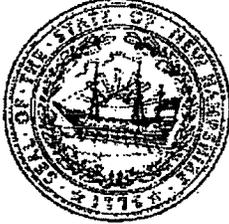
(800) 662-7764
(800) 346-9994 TTY/TDD number

New Hampshire Public Utilities Commission

21 S Fruit St #10
Concord, NH 03301
(603) 271-2431 Website: www.puc.state.nh.us

Energy Assistance Program:

For information, including eligibility requirements, on New Hampshire's Low Income Home Energy Assistance Program, or the Electric Assistance Program, contact your local Community Action Agency office:
<http://www.nh.gov/oep/energy/programs/fuel-assistance/agencies.htm>.



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.
Form must be double-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/suthver.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 interests 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 10 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 notice file 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. 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. 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. *(Original signatures only)*

Name (print): Jere W. Thompson, Jr.
President of Managing
Name (print): Member, Ambit Energy
Holdings, LLC

Signature: _____

Date signed: 7/10/11

Signature: _____

Date signed: _____

Name (print): _____

Signature: _____

Date signed: _____