

DM 19-010



**AMBITENERGY**

1801 NORTH LAMAR STREET  
SUITE 600  
DALLAS, TEXAS 75202

NHPUC 15 JAN 19 AM 10:03

January 14, 2019

Email: [executive.director@puc.nh.gov](mailto:executive.director@puc.nh.gov);

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

RE: Ambit Northeast, LLC  
Bond No. K09666813

Dear Sir or Madam:

Enclosed please find the original and two (2) copies of Bond No. K09666813. This Bond has also been emailed to [Executive.Director@puc.nh.gov](mailto:Executive.Director@puc.nh.gov).

Please let me know if you require anything additional regarding this filing. I can be contacted at [cadams@ambitenergy.com](mailto:cadams@ambitenergy.com) or by telephone at 972.813.2055.

Best Regards,

Casedral Adams  
Regulatory Compliance Paralegal

## WESTCHESTER FIRE INSURANCE COMPANY

Bond No. K09666813

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Ambit Northeast, LLC of 1801 N. Lamar, Suite 200, Dallas, Texas 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 Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), 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 the 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 March 11, 2019 and ending March 11, 2022, 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. The New Hampshire Public Utilities Commission may draw upon this financial security instrument if and when the Company has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission.
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 six (6) 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 of 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

436 Walnut Street

P.O. Box 1000

Philadelphia, PA 19106

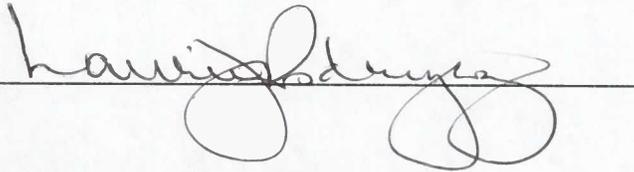
(215) 640-1000

SIGNED, SEALED AND DATED this 9<sup>th</sup> day of January, 2019.

Ambit Northeast, LLC, Principal

[Seal]

By:



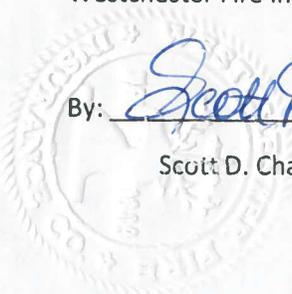
Westchester Fire Insurance Company, Surety

[Seal]

By:



Scott D. Chapman, 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 Cheryl R. Colson, Cynthia D. Haslam, Debra Buckner, Elaine Lewis, Jeanne M. Buchan, Justin McQuain, Katherine M. Roth, Kevin McQuain, Malia Mann, Rosalyn D. Hassell, Scott D. Chapman, Tamala F. Goode, Timothy J. Maley, Misty Witt, 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 (\$ 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 2<sup>nd</sup> day of January, 2018.

WESTCHESTER FIRE INSURANCE COMPANY



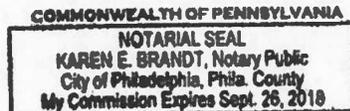
*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 2<sup>nd</sup> day of January, AD. 2018, 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.



*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 9 day of January, 2019



*Dawn M. Chloros*  
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 2, 2020.