

February 15, 2012

SENT VIA OVERNIGHT

Secretary of the Commission
Pennsylvania Public Utility Commission
Keystone Building, 400 North Street
2nd Floor, Room N201
Harrisburg, PA 17120

RECEIVED
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SECRETARY'S BUREAU

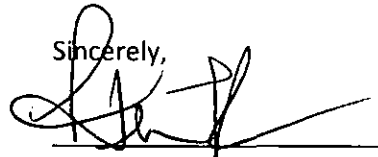
Re: Application of Ambit Northeast, LLC d/b/a Ambit Energy for an NGS License

Dear Mr. or Ms. Secretary:

Enclosed is a signed original, an electronic copy, and 3 hard copies of Ambit Northeast, LLC's application together with the \$350 filing fee. Please note the application responses containing confidential information are being filed under seal as this information is sensitive trade secret, commercial, and financial information that, if disclosed to competitors, would cause substantial harm and put Ambit Northeast, LLC at a disadvantage to its competitors. Accordingly, Ambit Northeast, LLC respectfully requests the Commission to maintain the confidentiality of the information filed under seal.

Should you have any concerns, please do not hesitate to contact me at (214) 530-5422. Thank you for your time and attention.

Sincerely,



Patricia Zacharie
Corporate Counsel and
Manager of Regulatory and Compliance
Pzacharie@ambitenergy.com
Fax: (877) 674-9270

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **Ambit Northeast, LLC, d/b/a Ambit Energy**, for approval to offer, render, furnish, or as a supplier of natural gas services to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

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

**Ambit Northeast, LLC
1801 North Lamar Street
Suite 200
Dallas, TX 75202
Facsimile 214-461-0919
Phone 214-270-1770**

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SECRETARY'S BUREAU**

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

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

**Patricia Zacharie
Manager—Regulatory & Compliance
1801 North Lamar Street
Suite 200
Dallas, TX 75202
Phone 214-530-5422
Facsimile 877-674-9270**

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address telephone number and FAX number of the person with whom contact should be made by PEMA:

**Curt Carey
Vice President of Operations
1600 W Plano Parkway
Plano, TX 75075
Phone 469-375-2142
Facsimile 877-389-4046**

- 3.a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

**Patricia Zacharie
Manager—Regulatory & Compliance
1801 North Lamar Street
Suite 200
Dallas, TX 75202
Phone 214-530-5422
Facsimile 877-674-9270**

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

Capitol Corporate Services, Inc.
600 N. Second St.
Harrisburg, PA 17108
Dauphin County
Facsimile 800-432-3622
Phone 800-345-4647

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

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

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

Please see Attachment A.

or

The Applicant will not be using a fictitious name.

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

The Applicant is a sole proprietor.

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

or

The Applicant is a:

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

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

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

Attachment A

Responsive to Item 4

Application for Registration of Fictitious Name

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SECRETARY'S BUREAU

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

**Application for Registration of Fictitious Name
54 Pa.C.S. § 311**

PENNCORP SERVICE GROUP, INC.
600 NORTH SECOND ST.
PO BOX 1210 6517
HARRISBURG, PA 17108-1210

Commonwealth of Pennsylvania
FICTITIOUS NAME 3 Page(s)



T1026411153

Fee: \$70

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:
Ambit Energy

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:
Sale of electricity and natural gas services.

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

1801 N. Lamar Street, Suite 200	Dallas	TX	75202	Dallas
Number and street	City	State	Zip	County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name	Number and Street	City	State

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PA, DEPT. OF STATE

5. Each entity, other than an individual, interested in such business is (are):

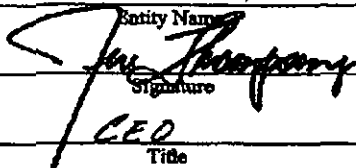
Ambit Northeast, LLC	Limited Liability Company	Delaware
Name	Form of Organization	Organizing Jurisdiction
1801 N. Lamar Street, Suite 200, Dallas, Texas 75202		
Principal Office Address		
Capitol Corporate Services, County of Dauphin		
PA Registered Office, if any		
Name	Form of Organization	Organizing Jurisdiction
Principal Office Address		
PA Registered Office, if any		

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. Optional: The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):
Jere Thompson, Jr.

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

20 day of September 2012.

Individual Signature	Individual Signature
Individual Signature	Individual Signature
Ambit Northeast, LLC	Entity Name
	Signature
CEO	Title

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

or

The Applicant is a:

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

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

Please see Attachment B.

Give name and address of officers.

Jere Thompson, Jr.—Chief Executive Officer
1801 North Lamar Street
Suite 200
Dallas, TX 75202

Chris Chambless-- Chief Marketing Officer
1801 North Lamar Street
Suite 200
Dallas, TX 75202

Cynthia Young-- Chief Service Officer
1801 North Lamar Street
Suite 200
Dallas, TX 75202

John Burke-- Chief Information Officer
1801 North Lamar Street
Suite 200
Dallas, TX 75202

Laurie Rodriguez—Chief Financial Officer
1801 North Lamar Street
Suite 200
Dallas, TX 75202

The Applicant is incorporated in the state of **Delaware**.

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

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

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

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

- (a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,
(b) any other Pennsylvania retail licensed electric generation supplier or license applicant,

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Attachment B

Responsive to Item 5

Application for Registration- Foreign

Certificate of Formation

Articles of Incorporation

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign
(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8961)

Name: PENNCORP SERVICE GROUP, INC.
Address: 600 NORTH SECOND ST. 4081
City: PO BOX 1210 State: PA Zip Code: 17108-1210
HARRISBURG, PA 17108-1210

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
APPLICATION FOR REGISTRATION 4 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name to be registered is:
Ambit Northeast, LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):
The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:
Jurisdiction: Delaware Date of Formation: 5/26/10

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of same is:

(a) Number and street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				
<u>Capitol Corporate Services, Inc.</u>				County <u>PA Dauphin</u>

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SECRETARY'S BUREAU

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PA. DEPT. OF STATE

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

615 South Dupont Highway	Dover	Delaware	19901
Number and street	City	State	Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and street	City	State	Zip
-------------------	------	-------	-----

6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name	Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

Number and street	City	State	Zip	County
-------------------	------	-------	-----	--------

The registered partnership hereby undertakes to keep these records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

9th day of JULY, 2010

Ambit Northeast, LLC
Name of Partnership/Company

[Signature]
Signature

CEO
Title

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Ambit Maryland, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

First: The name of the limited liability company is
Ambit Northeast, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 30 day of JUNE, A.D. 2010.

By: _____

Jeff Thompson
Authorized Person(s)

Name: _____

JEFF THOMPSON, JR.

Print or Type

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "AMBIT MARYLAND, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2010, AT 5:42 O'CLOCK P.M.

4830460 8100

100606533



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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8025976

DATE: 06-01-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:55 PM 05/28/2010
FILED 05:42 PM 05/28/2010
SRV 100606333 - 4830460 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is Ambit Maryland, LLC

Second: The address of its registered office in the State of Delaware is 615
South Dupont Highway in the City of Dover
Zip code 19901. The name of its Registered agent at such address is
Capitol Services, Inc.

Third: (Use this paragraph only if the company is to have a specific effective date of
dissolution: "The latest date on which the limited liability company is to dissolve is
_____".)

Fourth: (Insert any other matters the members determine to include herein.)

The Company will be member managed.

In Witness Whereof, the undersigned have executed this Certificate of Formation this

28th day of May, 2010.

By: Scott O'Brien
Authorized Person (s)

Name: Scott O'Brien

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMBIT MARYLAND, 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 FIRST DAY OF JUNE, A.D. 2010.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

4830460 8300

100609224



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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8026127

DATE: 06-01-10

- (c) any Pennsylvania natural gas producer and/or marketer,
- (d) any natural gas wells or
- (e) any local distribution companies (LDCs) in the Commonwealth

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

Ambit Northeast, LLC is currently a provider of electricity in the Commonwealth of Pennsylvania.

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

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

Ambit Northeast, LLC is currently a provider of electricity in the Commonwealth of Pennsylvania.

X Provide the Pa PUC Docket Number if the applicant has ever applied: **A-2010-2190276**

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

Currently, Ambit Northeast, LLC is a provider of electric services in the Commonwealth of Pennsylvania (PA PUC Docket Number A-2010-2190276). Applicant is seeking approval to provide gas services.

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

or

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

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

X The Applicant is presently doing business in Pennsylvania as a

- natural gas interstate pipeline.
- municipal providing service outside its municipal limits.
- local gas distribution company
- retail supplier of natural gas services in the Commonwealth
- a natural gas producer

X Other—Provider of Electricity

or

- The Applicant is not presently doing business in Pennsylvania.

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

supplier of natural gas services.

Municipal supplier of natural gas services.

Cooperative supplier of natural gas services.

Broker/Marketer engaged in the business of supplying natural gas services.

Aggregator engaged in the business of supplying natural gas services.

Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

Applicant intends to offer natural gas services to residential and small commercial retail customers in the Commonwealth of Pennsylvania.

10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.

The Applicant intends to provide services to the following: UGI Central Penn, UGI Penn Natural, UGI, National Fuel Gas Distribution Corp., Columbia Gas of Pennsylvania Inc, Equitable Gas Company, and Peoples Natural Gas Company LLC.

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- Residential Customers
- Commercial Customers - (Less than 6,000 Mcf annually)
- Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services on **May 01, 2012.** (approximate date).

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

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

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

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

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

Any of the following Natural Gas Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: rcrocker@ctenterprises.org</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 email: wolfordd@natfuel.com</p>
<p>UGI Central Penn David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p>Peoples Natural Gas Company LLC Joseph Gregorini 375 North Shore Drive, Suite 600 Pittsburgh, PA 15212 email: joseph.a.gregorini@peoples-gas.com PH: 412.208.7905 FAX: 412.208.6577</p>
<p>Peoples TWP LLC (Formerly T. W. Phillips) Robert M. Hovanec 205 North Main Street Butler, PA 16001 PH: 724.287.2725 FAX: 724.287.5021 email: rhovanec@twphillips.com</p>	<p>UGI David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>
<p>UGI Penn Natural David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p>Equitable Gas Company Jerald Moody 225 North Shore Drive Pittsburgh, PA 15212-5352 PH: 412.395.3209 FAX: 412.395.3335</p>
<p>Carnegie Natural Gas Company Donald A. Melzer 800 Regis Avenue Pittsburgh, PA 19236 PH: 412.655.8510 ext. 331 FAX: 412.655.0335</p>	<p>Columbia Gas of Pennsylvania Inc. Thomas C. Heckathorn 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.4996 FAX: 614.460.6442 email: theckathorn@nisource.com</p>
<p>Philadelphia Gas Works Douglas Moser 800 West Montgomery Avenue Philadelphia, PA 19122 email: douglas.moser@pgworks.com PH: 215.684.6899</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 email: carlos.thillet@exeloncorp.com PH: 215.841.6452</p>

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

Please see Attachment C.

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

Please see Attachment D.

15. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Neither the Applicant, its affiliates, a predecessor of either, or a person identified in this Application have been convicted of a crime involving fraud or similar activity.

16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

- a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

Primary Contact:
Patricia Zacharie
Manager—Regulatory & Compliance
1801 North Lamar Street
Suite 200
Dallas, TX 75202
Phone 214-530-5422
Facsimile 877-674-9270

Alternate Contact:
Elizabeth Moore
Contract Administrator & Compliance Specialist
1801 North Lamar Street
Suite 200
Dallas, TX 75202
Phone 214.461.4735
Facsimile 877.338.5272

- b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.

See Attachment E.

- c. If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.

See Attachment F.

17. **FINANCIAL FITNESS:**

Attachment C

Responsive to Item 13

Proof of Service

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Attachment C
PROOF OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties listed below in compliance with Section 1.54 pertaining to service by a party:

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

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

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

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

Any of the following Natural Gas Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

National Fuel Gas Distribution Corp.

David D. Wolford
6363 Main Street
Williamsville, NY 14221
PH: 716.857.7483
FAX: 716.857.7479
email: wolfordd@natfuel.com

Equitable Gas Company

Jerald Moody
225 North Shore Drive
Pittsburgh, PA 15212-5352
PH: 412.395.3209
FAX: 412.395.3335

Columbia Gas of Pennsylvania Inc.

Thomas C. Heckathorn
200 Civic Center Drive
Columbus, OH 43215
PH: 614.460.4996
FAX: 614.460.6442
email: heckathorn@nisource.com

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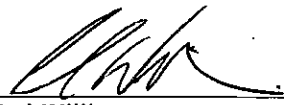
UGI Central Penn
David Beasten
2525 N. 12th Street, Suite 360
Reading, PA 19612-2677
PH: 610.796.3425
FAX: 610.796.3559

UGI Penn Natural
David Beasten
2525 N. 12th Street, Suite 360
Reading, PA 19612-2677
PH: 610.796.3425
FAX: 610.796.3559

UGI
David Beasten
2525 N. 12th Street, Suite 360
Reading, PA 19612-2677
PH: 610.796.3425
FAX: 610.796.3559

Peoples Natural Gas Company LLC
Joseph Gregorini
375 North Shore Drive, Suite 600
Pittsburgh, PA 15212
PH: 412.208.7905
FAX: 412.208.6577

Dated this 15 day of February, 2012.



Carl Williams
Vice President of Corporate Strategy
Ambit Northeast, LLC
214-461-4777 Telephone
877-674-8077 Facsimile.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachment D

Responsive to Item 14

Tax Certification Statement

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

FEB 15 2012

APPENDIX A

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

TAX CERTIFICATION STATEMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

1. CORPORATE OR APPLICANT NAME Ambit Northeast, LLC	2. BUSINESS PHONE NO. (214) 270-1731 CONTACT PERSON(S) FOR TAX ACCOUNTS: Molly Butts
--	--

3. TRADE/FICTITIOUS NAME (IF ANY)

Ambit Energy

4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) STATE (ZIP)

1801 N. Lamar Street, Suite 200, Dallas, TX 75202

5. TYPE OF ENTITY SOLE PROPRIETOR PARTNERSHIP CORPORATION

8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)

NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
Ambit Energy Holdings, LLC 100% Owner	
Jere W. Thompson, Jr. President	
Chris Chambless, Chief Marketing Officer	
John Burke, Chief Information Officer	

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

A. SALES TAX LICENSE (8 DIGITS)	APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>	C. CORPORATE BOX NUMBER (7 DIGITS)	APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>
8 5 - 1 4 1 5 0 - 0		2 8 9 4 4 7 0	
B. EMPLOYER ID (EIN) (9 DIGITS)	APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>		
2 7 - 2 7 6 6 6 1 0			

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

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

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS
Molly Butts N/A Burds, Reed & Mercer, PC

PA SALES AND USE TAX EMPLOYER TAXES CORPORATE TAXES

PHONE (214) 270-1731 PHONE N/A PHONE (214) 219-2600

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

Attachment E

Responsive to Item 16 (b)

Terms of Service

Ambit Northeast, LLC

Pennsylvania Service Area

Sales Agreement and Terms of Service

EFFECTIVE: JANUARY 1, 2012

The following is your Terms of Service (Agreement) with Ambit Northeast, LLC (Ambit Energy) 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"), the Disclosure Statement and as described in this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Retain this Agreement, the EFL and Disclosure Statement for your records. The Disclosure Statement and EFL are considered to be integral components of this Agreement.

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 XXXXXXX. Ambit Energy sets the Electric Generation Service Charge and the Natural Gas Supply charge while the Public Utilities Commission (PUC)

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

Facsimile (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, or if you are transitioned to the provider of last resort (POLR), please contact your EDC or NGDC using the contact information below:

PECO (800) 841-4141

PPL Corporation (800) 342-5775

Duquesne Light (888) 393-7000

National Fuel Gas (800) 444-3130

Columbia Gas of Pennsylvania (800) 344-4077

Equitable Gas Company (800) 654-6335

Peoples Natural Gas (800) 764-0111

UGI Gas (800) 276-2722
or (800) 652-0550

Public Utility Commission of Pennsylvania (PUC)

PO Box 3265

Harrisburg, PA 17105-3265

Utility Choice Hotline: (800) 692-7380

regulates electric and natural gas distribution prices and services. The Federal Energy Regulatory Commission (FERC) regulates electric and natural gas transmission prices and services.

Your EDC and 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.

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: Depending on which plan you (Customer) 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 Disclosure Statement. If you are a new Customer, your selected product will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by the EDC or NGDC. 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. If you are currently an Ambit Energy Customer and are switching to another product, your selected product will become effective within 24 hours of the request to switch to the new plan.

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.

RATES & PAYMENT: Each payment period, you will receive a single bill from your EDC or NGDC that includes Ambit Energy supply charges as well as the EDC or NGDC delivery charges. Your term contract rate will be disclosed to you at time of enrollment. If you select a variable plan, rates are subject to change monthly at the discretion of Ambit Energy. The rate includes the price for electric and/or gas supply. It does not include distribution charges, state and local sales taxes, if applicable, or non-recurring charges such as (for illustration purposes only) collection fees.

Continued on Page 2

AMBITENERGY 

Ambit Northeast, LLC

Pennsylvania Service Area

Terms of Service

EFFECTIVE: JANUARY 1, 2012

Page 2

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.

ACCESS TO CUSTOMER INFORMATION: 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.

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 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.

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).

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 10:00 a.m. to 5:00 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: To cancel this Agreement, you may call or fax Ambit Energy at the contact information provided above. If you 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 any applicable early termination fees, as 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 EGS or NGS or are returned to the EDC or NGDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date, which follows the date on which

Ambit Energy gives the EDC or NGDC notice of your cancellation request. Ambit Energy 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 Services; or (iii) if the EDC or NGDC removes you from their consolidated billing program and requires that Ambit Energy bill you separately for your electricity supply. We will notify both you and your EDC or NGDC of the cancellation of this agreement at least 14 days prior to the effective date of cancellation.

GOVERNING LAW: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas. 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.

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.

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.

NO WARRANTIES: 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. Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of Ambit Energy 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.

Continued on Page 3

Ambit Northeast, LLC

Pennsylvania Service Area

Terms of Service

EFFECTIVE: JANUARY 1, 2012

Page 3

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.

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.

Attachment F

Responsive to Item 16 (c)

Disclosure Statements

RECEIVED

FEB 15 2012

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Ambit Northeast, LLC Pennsylvania Columbia Gas Disclosure Statement Keystone Natural Gas Plan

EFFECTIVE: JANUARY XX, 2011
PA PUC LICENSE #A-2011-XXXXXXX

KEYSTONE NATURAL GAS PLAN

Keystone Select Natural Gas

xx.xx

This is a disclosure statement for natural gas 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 (PUC) to offer natural gas supply services in Pennsylvania. Our PUC license number is A-2011XXXXXXX. Commodity prices and charges are set by the Natural Gas Supplier (NGS) you have chosen (Ambit Energy). The Public Utility Commission regulates distribution prices and services. You will receive a single bill from your Natural Gas Distribution Company, (NGDC) that includes your Ambit Energy supply charges as well as the NGDC.

DEFINITIONS

- NGDC - Natural Gas Distribution Company: A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer. (Formerly called local distribution company)
- NGS - Natural Gas Supplier: An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- PUC - Pennsylvania Public Utility Commission: The State regulatory agency that provides oversight, policy guidance and direction to public utilities and suppliers.
- Commodity Charges - The monthly charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (DTH).

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 NGDC. If you have chosen a variable rate product, your term 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 agreement with us that is longer than 3 months and it is approaching the expiration date or if we propose to change our terms of service in any type of agreement, you will receive three written notices at about 90 days, 60 days and 30 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. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding email or direct mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding emails or direct mailings. We will explain your options to you in these three advance notifications.

2. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within three (3) business days following receipt of 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 10:00 a.m. to 5:00 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.

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

4. Special Terms and Conditions: N/A

5. Cancellation Fee: We will not charge you an early cancellation fee.

6. Dispute Procedures: Contact us with any questions concerning our terms of service. If you are not satisfied after discussing your terms of service with us, please contact the PUC.

CONTACT INFORMATION:

Natural Gas Supplier Name:

Ambit Energy

Address:

P. O. Box 864589, Plano, TX 75086

Phone Number:

(877) 282-6248

Internet Address:

www.ambitenergy.com

Natural Gas Distribution Company and Supplier of Last Resort:

Columbia Gas

Address:

121 Champion Way, Suite 100, Canonsburg, PA 15317

Phone Number:

(888) 460-4332

Gas Emergency

(800) 344-4077

Utility Choice Hotline

(800) 692-7380

Pennsylvania Public Utility Commission:

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

Home Energy Assistance Programs:

LIHEAP www.compass.state.pa.us

Ambit Northeast, LLC Pennsylvania Equitable Gas Disclosure Statement Keystone Natural Gas Plan

EFFECTIVE: JANUARY XX, 2011
PA PUC LICENSE #A-2011-XXXXXXX

KEYSTONE NATURAL GAS PLAN

Keystone Select Natural Gas

xx.xx

This is a disclosure statement for natural gas 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 (PUC) to offer natural gas supply services in Pennsylvania. Our PUC license number is A-2011XXXXXXX. Commodity prices and charges are set by the Natural Gas Supplier (NGS) you have chosen (Ambit Energy). The Public Utility Commission regulates distribution prices and services. You will receive a single bill from your Natural Gas Distribution Company, (NGDC) that includes your Ambit Energy supply charges as well as the NGDC.

DEFINITIONS

- NGDC - Natural Gas Distribution Company: A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer. (Formerly called local distribution company)
- NGS - Natural Gas Supplier: An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- PUC - Pennsylvania Public Utility Commission: The State regulatory agency that provides oversight, policy guidance and direction to public utilities and suppliers.
- Commodity Charges - The monthly charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (DTH).

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 NGDC. If you have chosen a variable rate product, your term 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 agreement with us that is longer than 3 months and it is approaching the expiration date or if we propose to change our terms of service in any type of agreement, you will receive three written notices at about 90 days, 60 days and 30 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. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding email or direct mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding emails or direct mailings. We will explain your options to you in these three advance notifications.

2. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within three (3) business days following receipt of 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 10:00 a.m. to 5:00 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.

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

4. Special Terms and Conditions: N/A

5. Cancellation Fee: We will not charge you an early cancellation fee.

6. Dispute Procedures: Contact us with any questions concerning our terms of service. If you are not satisfied after discussing your terms of service with us, please contact the PUC.

CONTACT INFORMATION:

Natural Gas Supplier Name:

Ambit Energy

Address:

P. O. Box 864589, Plano, TX 75086

Phone Number:

(877) 282-6248

Internet Address:

www.ambitenergy.com

Natural Gas Distribution Company and Supplier of Last Resort:

Equitable Gas

Address:

P.O. Box 6766, Pittsburgh, PA 15212

Phone Number:

(800) 654-6335

Gas Emergency

(800) 253-3928

Utility Choice Hotline

(800) 692-7380

Pennsylvania Public Utility Commission:

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

Home Energy Assistance Programs:

LIHEAP www.compass.state.pa.us

Ambit Northeast, LLC Pennsylvania NFG Disclosure Statement Keystone Natural Gas Plan

EFFECTIVE: JANUARY XX, 2011
PA PUC LICENSE #A-2011-XXXXXXX

KEYSTONE NATURAL GAS PLAN

Keystone Select Natural Gas

xx.xx

This is a disclosure statement for natural gas 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 (PUC) to offer natural gas supply services in Pennsylvania. Our PUC license number is A-2011XXXXXXX. Commodity prices and charges are set by the Natural Gas Supplier (NGS) you have chosen (Ambit Energy). The Public Utility Commission regulates distribution prices and services. You will receive a single bill from your Natural Gas Distribution Company, (NGDC) that includes your Ambit Energy supply charges as well as the NGDC.

DEFINITIONS

- NGDC - Natural Gas Distribution Company: A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer. (Formerly called local distribution company)
- NGS - Natural Gas Supplier: An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- PUC - Pennsylvania Public Utility Commission: The State regulatory agency that provides oversight, policy guidance and direction to public utilities and suppliers.
- Commodity Charges - The monthly charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (DTH).

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 NGDC. If you have chosen a variable rate product, your term 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 agreement with us that is longer than 3 months and it is approaching the expiration date or if we propose to change our terms of service in any type of agreement, you will receive three written notices at about 90 days, 60 days and 30 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. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding email or direct mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding emails or direct mailings. We will explain your options to you in these three advance notifications.

2. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within three (3) business days following receipt of 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 10:00 a.m. to 5:00 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.

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

4. Special Terms and Conditions: N/A

5. Cancellation Fee: We will not charge you an early cancellation fee.

6. Dispute Procedures: Contact us with any questions concerning our terms of service. If you are not satisfied after discussing your terms of service with us, please contact the PUC.

CONTACT INFORMATION:

Natural Gas Supplier Name:

Ambit Energy

Address:

P. O. Box 864589, Plano, TX 75086

Phone Number:

(877) 282-6248

Internet Address:

www.ambitenergy.com

Natural Gas Distribution Company and Supplier of Last Resort:

National Fuel Gas

Address:

6363 Main Street, Williamsville, NY 14221

Phone Number:

(800) 365-3234

Gas Emergency

(800) 444-3130

Utility Choice Hotline

(800) 692-7380

Pennsylvania Public Utility Commission:

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

Home Energy Assistance Programs:

LIHEAP www.compass.state.pa.us

Ambit Northeast, LLC Pennsylvania UGI Gas Disclosure Statement Keystone Natural Gas Plan

EFFECTIVE: JANUARY XX, 2011
PA PUC LICENSE #A-2011-XXXXXXX

KEYSTONE NATURAL GAS PLAN

Keystone Select Natural Gas

xx.xx

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- NGS - Natural Gas Supplier: An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- PUC - Pennsylvania Public Utility Commission: The State regulatory agency that provides oversight, policy guidance and direction to public utilities and suppliers.
- Commodity Charges - The monthly charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (DTH).

TERMS OF SERVICE

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2. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within three (3) business days following receipt of 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 10:00 a.m. to 5:00 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.

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

4. Special Terms and Conditions: N/A

5. Cancellation Fee: We will not charge you an early cancellation fee.

6. Dispute Procedures: Contact us with any questions concerning our terms of service. If you are not satisfied after discussing your terms of service with us, please contact the PUC.

CONTACT INFORMATION:

Natural Gas Supplier Name:

Ambit Energy

Address:

P. O. Box 864589, Plano, TX 75086

Phone Number:

(877) 282-6248

Internet Address:

www.ambitenergy.com

Natural Gas Distribution Company and Supplier of Last Resort:

UGI Gas

Address:

P.O. Box 508, Lock Haven, PA 17745

Phone Numbers:

(800) 276-2722 (800) 652-0550

Gas Emergency

(800) 276-2722

Utility Choice Hotline

(800) 692-7380

Pennsylvania Public Utility Commission:

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

Home Energy Assistance Programs:

LIHEAP www.compass.state.pa.us

Ambit Northeast, LLC Pennsylvania Peoples Natural Gas Disclosure Statement Keystone Natural Gas Plan

EFFECTIVE: JANUARY XX, 2011
PA PUC LICENSE #A-2011-XXXXXXX

KEYSTONE NATURAL GAS PLAN

Keystone Select Natural Gas

xx.x¢

This is a disclosure statement for natural gas 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 (PUC) to offer natural gas supply services in Pennsylvania. Our PUC license number is A-2011XXXXXXX. Commodity prices and charges are set by the Natural Gas Supplier (NGS) you have chosen (Ambit Energy). The Public Utility Commission regulates distribution prices and services. You will receive a single bill from your Natural Gas Distribution Company, (NGDC) that includes your Ambit Energy supply charges as well as the NGDC.

DEFINITIONS

- **NGDC - Natural Gas Distribution Company:** A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer. (Formerly called local distribution company)
- **NGS - Natural Gas Supplier:** An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- **PUC - Pennsylvania Public Utility Commission:** The State regulatory agency that provides oversight, policy guidance and direction to public utilities and suppliers.
- **Commodity Charges -** The monthly charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (DTH).

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 NGDC. If you have chosen a variable rate product, your term 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 agreement with us that is longer than 3 months and it is approaching the expiration date or if we propose to change our terms of service in any type of agreement, you will receive three written notices at about 90 days, 60 days and 30 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. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding email or direct mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding emails or direct mailings. We will explain your options to you in these three advance notifications.

2. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within three (3) business days following receipt of 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 10:00 a.m. to 5:00 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.

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

4. Special Terms and Conditions: N/A

5. Cancellation Fee: We will not charge you an early cancellation fee.

6. Dispute Procedures: Contact us with any questions concerning our terms of service. If you are not satisfied after discussing your terms of service with us, please contact the PUC.

CONTACT INFORMATION:

Natural Gas Supplier Name:

Ambit Energy

Address:

P. O Box 864589, Plano, TX 75086

Phone Number:

(877) 282-6248

Internet Address:

www.ambitenergy.com

Natural Gas Distribution Company and Supplier of Last Resort:

Peoples Natural Gas

Address:

P.O. Box 644760 Pittsburgh, PA, 15264-4790

Phone Number:

(800) 764-0111

Gas Emergency:

(800) 400-4271

Utility Choice Hotline:

(800) 692-7380

Pennsylvania Public Utility Commission:

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

Home Energy Assistance Programs:

LIHEAP www.compass.state.pa.us

A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.

Please see Attachment G.

- Published parent company financial and credit information.
- Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements

Please see Attachment G.

- Such other information that demonstrates Applicant's financial fitness.

B. Applicant must provide the following information:

- Provide proof of compliance with bonding/credit requirements for each NGDC the applicant is proposing to provide service in. This requirement is designated by each NGDC and can commonly be found in the NGDC supplier tariff.

Please see Attachment H.

- Identify Applicant's chief officers including names and their professional resumes.

Please see Attachment H.

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

**Todd Brock
Controller
1801 North Lamar Street
Suite 200
Dallas, TX 75202
Phone 972-649-0646**

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

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

Please see Attachment I.

Attachment G

Responsive to Item 17 A- Financial Fitness

Organizational Chart

Audited Financials

CONFIDENTIAL

This document contains confidential and proprietary information and was submitted under seal.

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SECRETARY'S BUREAU

Attachment H

Responsive to Item 17 B- Financial Fitness

Proof of Bonding

Chief Officer Resumes

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**



UGI Utilities, Inc.
2525 North 12th Street
Suite 360
Post Office Box 12677
Reading, PA 19612-2677
(610) 796-3400 Telephone

January 13, 2012

Carl Williams
Vice President of Corporate Strategy
Ambit Northeast, LLC d/b/a/ Ambit Energy
1801 N. Lamar St. Suite 200
Dallas, TX 75202

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: UGI Financial Security Requirements

Dear Mr. Williams

UGI Utilities, Inc. ("UGIU") has reviewed the financial information of Ambit Holdings, LLC ("Ambit Energy"). Based on this review and the requirement that Ambit Energy must post security as specified in the UGI Gas ("UGI"), UGI Penn Natural Gas ("PNG") and/or UGI Central Penn Gas ("CPG") Supplier Coordination Tariffs before it serves customers on the UGI, PNG and/or CPG distribution systems, UGIU has determined that Ambit Energy has demonstrated adequate creditworthiness to satisfy any costs UGI, PNG and/or CPG may incur in the event they operate as a supplier of last resort due to a default on the part of Ambit Energy.

This determination may change in the event there is a material deterioration in that condition, if Ambit Energy's obligations to UGI, PNG and/or CPG exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if Ambit Energy fails to abide by the terms and conditions of the UGI, PNG and/or CPG Gas Tariffs and the UGI, PNG and/or CPG Natural Gas Supplier Coordination Tariffs.

Please feel free to contact me with any additional questions that you may have. I can be reached at (610) 796-3520

Sincerely,

David E. Lahoff
Manager, Rates
UGI Utilities, Inc.
2525 N. 12th Street, Suite 360
Post Office Box 12677
Reading, PA 19612-2677



National fuel

November 28, 2011

Mr. Drew Gormley
Ambit Northeast, LLC.
1801 N Lamar Street, Suite 200
Dallas, TX 75202

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RE: Security Requirement for Ambit Northeast, LLC.

Dear Drew:

Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation ("National Fuel") has performed a credit review and analysis of Ambit Northeast, LLC. ("Ambit") and has determined that Ambit must post a security deposit in cash, or a form of security acceptable to National Fuel, to operate as a supplier on National Fuel's system.

Ambit's security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by Ambit. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel's Purchase of Receivable (POR) program. As such, Ambit will not be required to post security for customers enrolled in the POR program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7796.

Yours truly,

Robert C. Smielecki

Robert C. Smielecki
Transportation Services Department

January 30, 2012

Carl Williams
VP Corporate Strategy
Ambit Energy
1801 N. Lamar St.
Suite 200
Dallas, TX 75202

Dear Mr. Williams:

We are pleased that Ambit Energy ("Ambit") is providing Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, Ambit is required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined that Ambit has satisfied this bonding and other financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers. This was conditioned on the receipt of a deposit from Ambit in the amount of \$3,000. We are acknowledging receipt of such deposit, and through this letter, Columbia Gas is notifying Ambit that it currently meets Columbia Gas' bonding or other financial security instrument requirement under paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas.

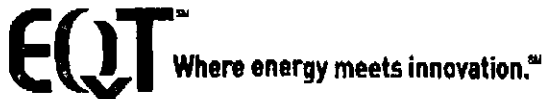
If the creditworthiness circumstances or Columbia Gas' exposure to Ambit change in the future, Columbia Gas might deem it appropriate to require Ambit to increase the deposit or provide a bond or other financial security instrument.

In the meantime, please feel free to contact me at 614-460-6841 if you have any questions now or in the future regarding the bond or other financial security instrument requirements of Columbia Gas.

Sincerely,



Michele Caddell
Manager, Supplier Services



EQT Plaza
625 Liberty Avenue, Suite 1700
Pittsburgh, PA 15222
(412) 395-3915 Fax: (412) 553-7890

February 13, 2012

Carl Williams
VP of Corporate Strategy
1801 N. Lamar Street
Suite 200
Dallas, TX 75202

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PA PUBLIC UTILITY COMMISSION
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Dear Mr. Williams:

We understand that Ambit Northeast, LLC has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania including our company's service area.

Because Ambit Northeast, LLC intends to only provide natural gas aggregating, brokering and consulting services at this time, we have determined that Ambit Northeast, LLC will not be required to post a bond or other form of financial security instrument to provide these services in our service area. However, if the services provided or failure to meet our requirements for creditworthiness changes in the future, we reserve the right to require security from Ambit Northeast, LLC as deemed appropriate.

If you have any questions, please contact Matthew Morris at 412-395-3915.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Morris'.

Matthew Morris

January 13, 2012

Carl Williams
Vice President of Corporate Strategy
Ambit Energy
1801 N. Lamar Street, Suite 200
Dallas, TX 75202

Dear Mr. Williams:

This letter serves as notification that Peoples Natural Gas Company does not require Ambit Energy to provide a security or credit enhancement. Our decision is based on the fact that your company is not currently operating, and has no immediate plans to operate, a Non-Priority One Pool or a Priority One Pool on the Peoples Natural Gas system. However, if in the future your company desires to establish a Non-Priority One Pool or a Priority One Pool on the Peoples Natural Gas Company system, it may be required to establish a security or credit enhancement based on the terms set forth under Paragraphs 6 and 7 of the Rules and Regulations of The Peoples Natural Gas Company Supplier Tariff.

If you have any questions feel free to contact me at 412-208-6528 or by email at Lynda.W.Petrichevich@peoples-gas.com.

Sincerely,



Lynda W. Petrichevich
Manager, Rates and Regulatory Affairs
Peoples Natural Gas Company LLC

Attachment H
Chief Officer Resumes

Ambit Northeast, LLC ("Ambit") demonstrates in this Attachment H that it possesses sufficient managerial experience to serve residential and small commercial customers. Ambit's management team is made up of seasoned executives with over forty five (45) years of combined experience in deregulated utility markets, serving both energy (natural gas and electricity) and telecommunications end user residential and small commercial customers.

Jere Thompson, Jr.
Chief Executive Officer (CEO) & Co-Founder
Ambit Northeast, LLC

Mr. Thompson has more than seventeen (17) years of management experience with enterprise financial and administration responsibilities including profit and loss responsibilities as well as electric sales experience. From 2005 through present, Mr. Thompson has gained electricity sales experience in the Texas, New York, and Maryland retail energy markets by his leadership in the retail and wholesale operations of Ambit Energy, including negotiating bilateral contract agreements with Ambit's primary wholesale power and gas supplier.

From 1992 through 2000, Mr. Thompson was the Chief Executive Officer of CapRock Fiber Networks, a company governed by deregulated utility regulatory rules, similar to deregulated gas supplier regulation. As CEO, Mr. Thompson gained more than seven (7) years of financial and executive utility management experience, including profit and loss responsibilities in the telecommunications utility industries in areas, including, but not limited to start-ups (Mr. Thompson was the primary executive responsible for growing CapRock from a start-up to a corporation bringing in more than \$300 million in revenue while simultaneously managing more than 1,3000 employees); retail utility commodity and credit risks; business development; and administrative functions, such as and calculating profits and losses; risk and gain associated with various residential and small commercial market entry strategies; resource allocation; and quality assurance of staff and telecommunication carrier service. Prior to working at CapRock, Mr. Thompson was a Vice President at Trammel Crow, a commercial real estate development firm in Dallas, Texas, and worked at Goldman Sachs & Company in the investment banking division.

Mr. Thompson holds a Bachelor's degree in Economics from Stanford University and a Master's of Business Administration (MBA) from the University of Texas. Mr. Thompson has more than a decade of deregulated utilities sales experience, enterprise financial and administration responsibilities including profit and loss responsibilities for both publicly and privately held corporations and partnerships more than sufficient to meet the requirements.

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Chris Chambless
Chief Marketing Officer

Chris Chambless is the Co-Founder and Chief Marketing Officer of Ambit Energy. He oversees all marketing, sales, communications and field development.

As an early member of the management team at Excel Communications, he was responsible for all aspects of the company's marketing and communications organization. Most recently, as the Vice President of Marketing at VarTec Telecom, he was responsible for all aspects of the company's marketing strategy, including brand development, channel integration strategy, sales management and new product development.

Chris received his Bachelor's of Art in English from the University of Texas, Tyler. Chris Chambless is an active board member of the Economic Development Corporation in his community.

John Burke
Chief Information Officer

John Burke is Ambit Energy's Chief Information Officer. He manages all IT staff, systems and strategy, as well as the company's Project Management Organization. He has over fifteen years of leadership and consulting experience working in the electric utilities, telecommunications, financial services, venture capital and software development industries. John has held several leadership roles, including the COO of a billing application service provider, CIO of a Verizon call center, and VP of Development for a retail financial transaction service provider.

John earned an MBA in Information Systems from The University of Texas at Austin and a Bachelor of Arts in Economics from Rutgers University, where he graduated with Highest Honors. He is a member of Phi Beta Kappa and has served as a representative on The University of Texas at Austin Graduate School's Information Management Steering Committee.

Cynthia Williams Young
Chief Service Officer

Cynthia Williams Young is Ambit Energy's Chief Service Officer (CSO). She is responsible for overseeing the company's People Department, Internal Training, Operation, Administration, and Customer Service, both internal and external.

Prior to joining Ambit, Cynthia spent much of her career at Southwest Airlines, where she served in a succession of leadership roles focused on labor and employee relations, communication, and the delivery of internal and external customer service. Her key responsibilities in each role included leadership and communication coaching and identifying and solving challenges that jeopardized the company's unique culture. She served on numerous boards and committees concerned with communication and employee issues, such as the Best Place to Work Strategy Team, and was a founding member of Southwest's Diversity Council.

Cynthia taught Marketing and Distribution in public schools for seven years and served for three years as a Caseworker for Child Protective Services. She holds a Bachelor of Science degree from the University of North Texas.

Laurie Rodriguez
Chief Financial Officer

Laurie Rodriguez is the Chief Financial Officer of Ambit Energy. She is responsible for overseeing the Company's Finance Department, including Accounting, Tax, Revenue Assurance, Planning & Analysis, Risk Management and Strategic Development. In her 20+ year career, Laurie has served in a succession of finance leadership roles. Immediately prior to joining Ambit, Laurie was with Matrix Telecom, Inc., for five years. She joined Matrix in 2005 as the Vice President of Finance, and served as their Chief Financial Officer from 2008 through 2011.

Laurie earned her B.S. degree from Murray State University in Kentucky. She is a Certified Public Accountant licensed in Texas and a Certified Management Accountant. She is the proud mother of two wonderful daughters and enjoys watching them play sports and participating with them in outreach ministries at their church.

- A copy of any Federal energy license currently held by the Applicant.
- Proposed staffing and employee training commitments.

Please see Attachment I.

- Business plans.

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

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

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

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

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

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

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

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

Applicant: Ambit Northeast, LLC

By: _____

Title: Chief Executive Officer

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Attachment I

Responsive to Item 18- Technical Fitness

Operations Officers' Resumes

Training Commitments

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Attachment I
Technical Fitness
Officers of Operations

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Ambit Northeast, LLC demonstrates in this Attachment I that it possesses sufficient technical capabilities to serve residential and small commercial customers. Ambit Energy Holdings LLC's subsidiaries ("Ambit Energy") are established retail energy providers of both electricity and natural gas and have been serving commercial and residential customers since 2005. These entities have been certified by the Public Service Commissions of New York, Maryland, Illinois, Texas, Pennsylvania, and New Jersey.

Ambit Energy currently serves over 600,000 electricity and natural gas customers in ERCOT, NEISO, NYISO and PJM and is well-versed in operating within the reliability protocols of the North American Electric Reliability Council and applicable Public Utility Commission statutes. The wealth of experience demonstrated by Ambit's leadership team allow it maintain a stellar customer service record while strictly adhering to the operational requirements of the control areas in which it operates. Ambit is financially strong, technically proficient, and has the resources and commitment needed to extend its services to the State of Pennsylvania for gas services.

Ambit Energy has met all of the licensing requirements, testing and EDI standards for the following local distribution companies (LDUs): 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.

Jere Thompson, Jr.
Chief Executive Officer (CEO) & Co-Founder
Ambit Northeast, LLC

Mr. Thompson has more than seventeen (17) years of management experience with enterprise financial and administration responsibilities including profit and loss responsibilities as well as electric sales experience. From 2005 through present, Mr. Thompson has gained electricity sales experience in the Texas, New York, and Maryland retail energy markets by his leadership in the retail and wholesale operations of Ambit Energy, including negotiating bilateral contract agreements with Ambit's primary wholesale power and gas supplier.

From 1992 through 2000, Mr. Thompson was the Chief Executive Officer of CapRock Fiber Networks, a company governed by deregulated utility regulatory rules, similar to deregulated gas supplier regulation. As CEO, Mr. Thompson gained more than seven (7) years of financial and executive utility management experience, including profit and loss responsibilities in the telecommunications utility industries in areas, including, but not limited to start-ups (Mr. Thompson was the primary executive responsible for growing CapRock from a start-up to a corporation bringing in more than \$300 million in revenue while simultaneously managing more than 1,3000 employees); retail utility commodity and credit risks; business development; and administrative functions, such as and calculating profits and losses; risk and gain associated with various residential and small commercial market entry strategies; resource allocation; and quality assurance of staff and telecommunication carrier service. Prior to working at CapRock, Mr. Thompson was a Vice President at Trammel Crow, a commercial real estate development firm in Dallas, Texas, and worked at Goldman Sachs & Company in the investment banking division.

Mr. Thompson holds a Bachelor's degree in Economics from Stanford University and a Master's of Business Administration (MBA) from the University of Texas. Mr. Thompson has more than a decade of deregulated utilities sales experience, enterprise financial and administration responsibilities including profit and loss responsibilities for both publicly and privately held corporations and partnerships more than sufficient to meet the requirements.

Carl Williams

Vice President of Corporate Strategy

Carl Williams has over four years of electricity and natural gas experience, including operating within FERC, NAESB and NAERC guidelines. From 2007 through today, he has been directly responsible for Ambit's wholesale operation including energy forecasting, trading, risk management and scheduling operations in the ERCOT, NYISO, and PJM markets. He is also responsible for corporate strategy at Ambit Energy.

From 2005 to 2007, he served as head of product management at Airband Communications, a fixed wireless telecommunications company specializing in voice and data broadband services to mid-tier commercial clients. From 2000 to 2005 he held various positions demonstrating escalating responsibility at Celion Networks, where he led a cross-functional team including design, manufacturing, and finance groups to position the company's products for optimum market penetration. He also contributed directly to VC funding efforts performing valuation and due diligence activities resulting in over \$76 million in funding from top-tier VC firms.

Mr. Williams holds a bachelor's degree from Texas A&M University in Finance.

John Cooney

Director of Commercial Sales & Marketing

John Cooney has over twelve years of deregulated electricity and natural gas market experience. Since 2009, his diverse background has contributed to improvements in Ambit's energy forecasting, pricing, and operations processes in ERCOT, NYISO, and PJM. He is currently Director of Commercial Sales and Marketing.

Mr. Cooney previously held positions at both Reliant Energy and GDF SUEZ Energy North America. From 2000 to 2002, as Manager of Market-Based Structure for Reliant Energy, he evaluated wholesale hedge transactions for the company's US generation assets totaling 11,000 MW of output capacity.

From 2003 to 2005, as Manager of Project Advisory for GDF SUEZ, Mr. Cooney led the company's first participation in the New Jersey Basic Generation electricity auction, increased the sales of option products off company-owned assets, and improved wholesale deal flow capture in its risk control system. As Senior Director of Acquisitions, Investments and Financial Advisory from 2005 to 2008, he screened dozens of major capital commitment proposals, including domestic and international acquisitions, greenfield development projects and reinvestment in existing assets. He presented all internal models, financial statements, and investment memoranda to the Executive Committee for discussion and final approvals.

Mr. Cooney holds an MBA from Baylor University, and a BA in Economics and English from Rutgers University.

Drew Gormley – Director of Risk Management

Drew Gormley has served as the Director of Risk Management for Ambit Energy since October 2011. Reporting to the CFO, he leads the department responsible for risk assessment, commodity trading, load forecasting, power/gas settlements and scheduling operations in the ERCOT, NYISO, PJM, and NEISO markets.

Drew has held a succession of progressive finance-related positions in both public and private industry. Prior to assuming his current position as Director of Risk Management, he was the Director of Financial Planning and Analysis with Ambit Energy. From 2006 to 2008, he served as the Manager of Financial Reporting, Planning and Analysis for Cadbury Schweppes Southwest Division, where he led the division responsible for the company's planning process, forecasting and planning systems, and management reporting and analysis. He also led business unit teams in developing budgets, quarterly and period forecasts and ad hoc analyses.

Drew received a Bachelor of Business Administration Degree in Finance in 2002 from the University of North Texas and earned his MBA in 2007 from Texas A&M University-Commerce.

Susie Johnston Manager of Power and Natural Gas Operations

Ms. Johnston has more than nine years of natural gas sales experience and more than five years working with rules and practices established by the North American Energy Standards Board (NAESB). At Ambit, Ms. Johnston is responsible for assisting Ambit with energy (including natural gas) trade risk management; natural gas scheduling; composing Ambit's retail natural gas pricing models; and providing advice in the preparation to procure natural gas for Ambit. Throughout her career, Ms. Johnston has gained experience with FERC regulation, the North American Reliability Council, and NAESB standards of conduct in addition to her experience working within the rules and practices of NAESB at Astra Power Company.

From 2003 through early 2008, Ms. Johnston held the position of Gas Operations Scheduling Analyst at Astra Power Company where she provided comprehensive knowledge of online pipeline systems and scheduling applications and gas accounting software for next day gas markets across numerous trans-continental pipelines. Ms. Johnston scheduled next-day gas on various pipelines and confirmed with counterparties on daily and intraday changes as needed as well as verified, scheduled and confirmed all financial and swap trades for daily, monthly and yearly gas trades for numerous gas industry customers and brokers. She also acted as liaison with accounting operations to standardize and diagnose volume related discrepancies, including volume actualizations to ensure that the pipelines were reconciled including volumes, imbalances and fuel.

Ms. Johnston holds a Business Administration and Management Information Systems degree from Baylor University.

Proposed Staffing & Employee Training

Ambit Energy's operational staff will be based out of Ambit's Dallas, TX and Plano, TX offices. Approximately 360 employees are staffed collectively at these offices. Customer service will be handled internally at the Plano office. This office houses approximately 200 call center agents and handles customer service for Ambit's 600,000 plus accounts in the Texas, Illinois, New York, Maryland, Pennsylvania, and New Jersey retail energy markets.

Ambit Energy has been successfully serving customers with prompt, courteous, and knowledgeable assistance for nearly five years. Ambit's customer care division maintains a continual training process tailored to the ever-changing business rules and regulations governing the retail energy markets it serves and strives to leave every customer with a positive experience. The head of Ambit's operations department is Cynthia Young, who brings over twenty years in customer service, leadership development, and employee relations most recently at Southwest Airlines. Other key personnel include Curt Carey, who brings over six years of call center management experience from Southwest Airlines. At Southwest, Curt oversaw daily operations of a 900 person inbound call center, monitored call volume, average handle time, and ongoing staffing and service levels.

At this point, Ambit feels confident that its current operational leadership and staffing levels are more than sufficient to serve the needs of the Pennsylvania market. However, additional customer care and other operational staff will be hired on an as-needed basis to accommodate the needs of the Pennsylvania customer base as it grows over time.

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FEB 15 2012

State of Texas
County of Dallas

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Jere Thompson, Jr., Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Chief Executive Officer (Office of Affiant) of Ambit Northeast, LLC (Ambit Northeast, LLC);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That Ambit Northeast, LLC, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Ambit Northeast, LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

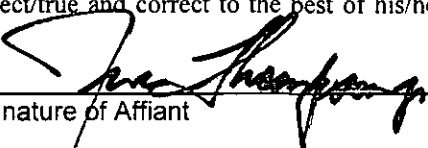
That Ambit Northeast, LLC, the Applicant herein, certifies to the Commission that it is subject to , will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

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

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

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



Signature of Affiant

Sworn and subscribed before me this 15 day of February, 2012.



Signature of official administering oath

My commission expires 09/23/2014



RECEIVED

AFFIDAVIT

FEB 15 2012

State of Texas
County of Dallas

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Jere Thompson, Jr., Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Chief Executive Officer (Office of Affiant) of Ambit Northeast, LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]


That the Applicant herein Ambit Northeast, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. §2208(c)(1).

That the Applicant herein Ambit Northeast, LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Ambit Northeast, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Ambit Northeast, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.



Signature of Affiant

Sworn and subscribed before me this 15 day of February, 2012.



Signature of official administering oath

My commission expires 09/23/2014



RECEIVED

FEB 15 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VERIFICATION

Docket No. X-2012-XXXXXXX

I, Jere Thompson, Jr., hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this manner. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).

2/15/12

Date

Jere Thompson

Signature

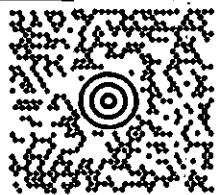
LAUREN WOOD
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0.5 LBS LTR



SHIP TO:

SECRETARY OF THE COMMISSION
PENNSYLVANIA PUBLIC UTILITY COMMISS
2ND FLOOR, ROOM N201
400 NORTH STREET
HARRISBURG PA 17120-0200



PA 171 9-20



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