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July 20, 2010

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SENT VIA OVERNIGHT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Keystone Building, 2nd Floor, Room N201
Harrisburg, PA 17120

**RE: Application of Ambit Northeast, LLC d/b/a Ambit Energy for an ESG License:
Docket No. A-2010-XXXXXXX**

Dear Mr. McNulty:

Enclosed is a signed original, an electronic copy, and 3 hard copies of Ambit Northeast, LLC's Application together with the \$350.00 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) 270-1785. Thank you for your time and attention.

Sincerely,



Carl Williams
Director – Business Development
Ambit Northeast, LLC
P (214) 270-1785
F (877) 674-8077
cwilliams@ambitenergy.com

Enclosures

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Ambit Northeast, LLC, d/b/a Ambit Energy for approval to offer, render, furnish, or supply electricity or electric generation services as a supplier of electric power 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, Texas 75202
Facsimile 214-461-0919
Phone 214-270-1770**

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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.

None

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:

**Carl Williams
Director – Business Development
1801 N. Lamar Street
Suite 200
Dallas, Texas 75202
Phone 214-270-1785
Facsimile 877-674-8077**

- 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:

**Carl Williams
Director – Business Development
1801 N. Lamar Street
Suite 200
Dallas, Texas 75202
Phone 214-270-1785
Facsimile 877-674-8077**

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

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 17101**

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

X 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.

☐ * 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)
- X** 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 N. Lamar Street
Suite 200
Dallas, Texas 75202

Chris Chambliss – Chief Marketing Officer
1801 N. Lamar Street
Suite 200
Dallas, Texas 75202

Cynthia Young – Chief Service Officer
1801 N. Lamar Street
Suite 200
Dallas, Texas 75202

John Burke – Chief Information Officer
1801 N. Lamar Street
Suite 200
Dallas, Texas 75202

Beau Paradowski – Chief Financial Officer
1801 N. Lamar Street
Suite 200
Dallas, Texas 75202

The Applicant is incorporated in the state of Pennsylvania.

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.
- ☐ 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

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

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

- ☐ The Applicant is presently doing business in Pennsylvania as a
- ☐ vertically-integrated provider of generation, transmission, and distribution services.
 - ☐ municipal electric corporation providing service outside its municipal limits.
 - ☐ electric cooperative
 - ☐ local gas distribution company
 - ☐ nonintegrated provider of electric generation, transmission or distribution services.
 - ☐ Other. Retail electric supplier

or

X The Applicant is not presently doing business in Pennsylvania.

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

- ☐ Generator and supplier of electric power.
- ☐ Municipal generator and supplier of electric power.
- ☐ Electric Cooperative and supplier of electric power
- ☐ Broker/Marketer engaged in the business of supplying electricity.
- ☐ Aggregator engaged in the business of supplying electricity
- ☒ **Other (Describe): supplier of electric power**

9. **PROPOSED SERVICES:** Generally describe the electric services or the electric generation services which the Applicant proposes to offer.

Ambit Energy proposes to offer in the Pennsylvania Customer Choice Program electric power supply.

10. **SERVICE AREA:** Generally describe the geographic area in which Applicant proposes to offer services.

All deregulated electricity markets in the Commonwealth of Pennsylvania.

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

- ☒ Residential Customers
- ☒ Commercial Customers - (25 kW and Under)
- ☐ Commercial Customers - (Over 25 kW)
- ☐ Industrial Customers
- ☐ Governmental Customers
- ☐ All of above
- ☐ Other (Describe):

12. **FERC FILING:** Applicant has:

- ☐ Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- ☐ Received approval from FERC to be a Power Marketer at Docket or Case Number _____.
- ☒ **Not Applicable**

13. **START DATE:** The Applicant proposes to begin delivering services on **January 1, 2011** (approximate date).

14. **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

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 Electric Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

Gary A. Jack, Assistant General Counsel

John P. Litz, Division Controller
UGI Utilities, Inc.

Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

(Metropolitan Edison Company or Pennsylvania Electric Company)

Blaine W. Uplinger, Jr., Director of Governmental and Regulatory Affairs

FirstEnergy

100 APC Building
800 North third Street
Harrisburg, PA 17102-2025

Carol C. Reilly, Manager, Energy Acquisition

PECO Energy Company

2301 Market Street
Philadelphia, PA 19101-8699
215.841.4512
carol.reilly@peco-energy.com

Electric Division
400 Stewart Road
P.O. Box 3200
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200

Paul E. Russell, Associate
General Counsel

PPL

Two North Ninth Street
Allentown, PA 18108-1179

Stephen L. Feld, Attorney
Pennsylvania Power Company
First Energy Corporation
76 South Main Street
Akron, OH 44308

John L. Munsch, Attorney
Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

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

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

Please see Attachment D

16. **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.

17. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** Electricity 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 Electric Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

Ruth Hernandez – Sr. Compliance Specialist
1801 N. Lamar Street
Ste 200
Dallas, Texas 75202
Phone 214-270-1777
Facsimile 888-202-1033

- 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 (under 25 kW) customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix C to this Application.

See Attachment F

18. **BONDING:** In accordance with 66 PA. C.S. Section 2809(C) (1)(I), the Applicant is:

- ☒ Furnishing a copy of initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- ☐ Furnishing proof of other initial security for Commission approval, to ensure financial responsibility.
- ☐ Filing for a modification to the \$250,000 and furnishing a copy of an initial bond, letter of credit or proof of bonding to the Commission for the amount of \$_____. Applicant is required to provide information supporting an amount less than \$250,000.

At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.

See Attachment G

19. **FINANCIAL FITNESS:**

- A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
Please see Attachment H (to be filed Confidential)
 - 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.
 - Please see Attachment H. Information provided in Attachment H is highly confidential, proprietary information to Ambit Energy. The information contained in this attachment contains financial information that is privileged and confidential. The public disclosure of this information could harm Ambit to its competitor's benefit.
 - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.
 - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - Audited financial statements

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

B. Applicant must provide the following information:

- Identify Applicant's chief officers including names and their professional resumes.
Please See Attachment I
- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

Mary McKeogh
Comptroller
Ambit Northeast, LLC
1801 North Lamar Street
Suite 200
Dallas, Texas 75202
(214) 270-1796 Phone
(888) 201-5597 Facsimile

20. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by electric 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.
- Proposed staffing and employee training commitments
- Business plans
- Documentation of membership in ECAR, MAAC or other regional reliability councils shall be submitted if applicable to the scope and nature of the applicant's proposed services. N/A
- An affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service.

Please See Attachment J

21. **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 2809(D). Transferee will be required to file the appropriate licensing application.

22. **ASSESSMENT:** The Applicant acknowledges that Title 66, Chapter 5, Section 510 grants to the Commission the right to make assessments to recover regulatory expenses and that as a supplier of electricity or an electric generation supplier it will be assessed under that section of the Pennsylvania Code. The Applicant also acknowledges that the continuation of its license as a supplier of electricity or an electric generation supplier will be dependent upon the payment of all prior years assessments.

23. **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.

24. **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 a quarterly and year to date basis no later than 30 days following the end of the quarter.

- b. The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- c. Applicant shall report to the Commission the following information on an annual basis:
 - the percentages of total electricity supplied by each fuel source

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

- 25. **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.
- 26. **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.
- 27. **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

AFFIDAVIT

JUL 20 2010

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 electric 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 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, 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 Gross Receipts and power 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).

As provided by 66 Pa. C.S. §2810 (C)(6)(iv), 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.

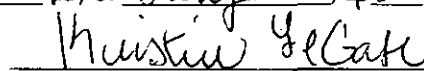
That Ambit ^{Northeast} ~~Pennsylvania~~, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison 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 22nd day of July, 1st 201⁰


Signature of official administering oath

My commission expires May 3, 2014



AFFIDAVIT

State of Texas
County of Dallas

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 an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

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 2nd day of July, 2010.



Signature of official administering oath

My commission expires May 3, 2014.



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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachment A

Responsive to Item 4

Applicant's Application for Registration – Foreign filing
with the Commonwealth's Department of State

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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	800 NORTH SECOND ST. 1081		
City	PO BOX 1210	Zip Code	
	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



T1019764004

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: 5/28/10

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 venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider
Capitol Corporate Services, Inc.

County
Dauphin

2010 JUL 15 PM 4:14
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

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Consent to Appropriation of Name
(19 Pa.Code § 17.2)

Pursuant to 19 Pa. Code § 17.2 (relating to appropriation of the name of a senior corporation) the undersigned association, desiring to consent to the appropriation of its name by another association, hereby certifies that:

1. The name of the association executing this Consent of Name is: <u>Ambit Northeast, LLC</u>				
2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):				
(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider <u>s/o Capitol Corporate Services, Inc.</u>				County <u>Dauphin</u>
3. The date of its incorporation or other organization is: <u>6/18/2010</u>				
4. The statute under which it was incorporated or otherwise organized is: <u>Delaware</u>				
5. The association(s) entitled to the benefit of this Consent of Name is(are): <u>Ambit Northeast, LLC</u>				
6. The consenting association is about to (check one): <u>Change its name</u> <input checked="" type="checkbox"/> <u>Cease to do business</u> <input type="checkbox"/> <u>Withdraw from doing business in PA</u> <input type="checkbox"/> <u>Is being wound up</u> <input type="checkbox"/>				

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this

14 day of July, 2010.

[Signature]
Signature

CEO
Title

Attachment B

Responsive to Item 5

Certificate of Filing –Delaware

Certificate of Formation

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

**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: 
Authorized Person(s)

Name: JERE 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/authver.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 100606533 - 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

Attachment C

Responsive to Item 14

Proof of Service

RECEIVED

JUL 20 2010

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

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

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 Electric Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

Gary A. Jack, Assistant General Counsel
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

John P. Litz, Division Controller
UGI Utilities, Inc.
Electric Division
400 Stewart Road
P.O. Box 3200
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200

(Metropolitan Edison Company or Pennsylvania Electric Company)
Blaine W. Uplinger, Jr.,
Director of Governmental and Regulatory Affairs
FirstEnergy
100 APC Building
800 North third Street
Harrisburg, PA 17102-2025


Paul E. Russell, Associate General Counsel
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Carol C. Reilly, Manager, Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699
215.841.4512
carol.reilly@peco-energy.com

Stephen L. Feld, Attorney
Pennsylvania Power Company
First Energy Corporation
76 South Main Street
Akron, OH 44308

John L. Munsch, Attorney
Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

Dated this 20 day of July, 2010.



Carl Williams
Director of Business Development
Ambit Northeast, LLC
214-270-1785 Telephone
877-674-8077 Facsimile

Attachment E

Responsive to Item 17 (b)

Terms of Service

RECEIVED

JUL 20 2010

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

Ambit Northeast, LLC

Terms of Service

Effective Date: January 1, 2011
v. PA12011-AP

The following is your Terms of Service ("Agreement") with Ambit Northeast, LLC ("Ambit Energy") for the purchase of residential electricity service. Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity necessary delivered to you, as measured or estimated by your Electric Distribution Company ("EDC" or "Allegheny Power"). Ambit Energy is an Electric Generation Supplier ("EGS") and will supply electricity for your residence enrolled under this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records.

Ambit Energy is a PUC licensed EGS in the Commonwealth of Pennsylvania. Ambit Energy's license number is _____. Ambit Energy sets the Electric Generation Service Charge and the Public Utilities Commission ("PUC") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services.

For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy available 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
<u>Operating Hours:</u>	
Monday – Friday	8:00 AM – 6:00 PM CT
Saturdays	10:00 AM – 5:00 PM CT

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

Electric Distribution Company & POLR:
Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15606
Phone Number: 1-800-255-3443

Public Utility Commission of Pennsylvania (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380

For Universal Service Programs, such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), Matching Energy Assistance Fund (MEAF) call 1-800-774-7040, Low Income Home Energy Assistance Program (LIHEAP) call 1-800-344-3574, Low Income Usage Reduction Program (LIURP) call 1-800-675-0222, or, please call Allegheny Power at 1-800-255-3443.

Eligibility: Ambit Energy does not deny residential electric 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.

Term: Unless specified otherwise, the term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Your rate may vary during the Renewal Term given changes in market conditions and the wholesale cost of electricity supply. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.

Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration

date or the effective date of the changes. We will explain your options in these three advance notices.

Pricing & Payment: You will receive a single bill from your EDC that includes Ambit Energy generation supply charges as well as the EDC's delivery charges. Your contract price will be determined on a month to month basis, as disclosed to you at the time of enrollment. This contract price includes Electric Generation Service Charges, Transmission Charges and Gross Receipts Tax, but excludes applicable state and local sales taxes and the Distribution Charges from your local EDC, Allegheny Power.

Your payment will be due to the EDC by the date specified in the EDC bill. Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

Access to Customer Information: Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your EDC, including, but not limited to, Customer's account number, meter reading data, rate class and electric usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC is required by PUC to communicate with Customer following a notice of change of EGS 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 regarding any billing dispute, and should contact Ambit Energy in writing at P.O. Box 864589, Plano, TX 75086 or by telephone at 1-866-282-6248 for any terms of service dispute. If, after discussing your problem with Ambit Energy or the EDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. You may file an informal complaint by telephoning the Utility Choice Hotline at 1-800-692-7380, 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"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at:
<http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html> and
<http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>

Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Contact Allegheny Power using the contact information listed for Allegheny Power under the Contact Information Section of this Agreement.

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 Allegheny Power at 1-800-255-3443 from 8:00 a.m. to 5:00 p.m. 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.

Cancellation: After your service begins, you are free to cancel service at anytime without incurring an early cancellation fee. We will never charge you an early termination fee for cancelling service. 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 returned to the EDC 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 notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC. To cancel, please contact Ambit Energy at the contact information noted above.

Ambit Energy reserves the right to cancel this agreement (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC and Ambit Energy Services; or (iii) if the EDC removes you from their consolidated billing program and requires that Ambit Energy bill you separately for your electricity supply. You agree to pay for the services

provided by Ambit Energy through the date you are switched to another EGS or returned to the EDC 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 notice to the EDC of your cancellation request. We will notify both you and your EDC 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 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. 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 PUC License No. [insert license number once approved]

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.

Force Majeure. The term "*Force Majeure*" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a *Force Majeure* by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by *Force Majeure* to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such *Force Majeure*, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the *Force Majeure*.

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.

Ambit Northeast, LLC

Terms of Service

Effective Date: January 1, 2011
v. PA12011-DU

The following is your Terms of Service ("Agreement") with Ambit Northeast, LLC ("Ambit Energy") for the purchase of residential electricity service. Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity necessary delivered to you, as measured or estimated by your Electric Distribution Company ("EDC" or "DUQUESNE LIGHT COMPANY"). Ambit Energy is an Electric Generation Supplier ("EGS") and will supply electricity for your residence enrolled under this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records.

Ambit Energy is a PUC licensed EGS in the Commonwealth of Pennsylvania. Ambit Energy's license number is _____. Ambit Energy sets the Electric Generation Service Charge and the Public Utilities Commission ("PUC") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services.

For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

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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 8:00 AM – 6:00 PM CT
Saturdays 10:00 AM – 5:00 PM CT

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

Electric Distribution Company & POLR:
DUQUESNE LIGHT COMPANY
411 Seventh Avenue (6-3)
Pittsburg, PA 15219
Phone Number: 1-888-393-7000

Public Utility Commission of Pennsylvania (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380

For Universal Service Programs, such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), Matching Energy Assistance Fund (MEAF) call 1-800-774-7040, Low Income Home Energy Assistance Program (LIHEAP) call 1-800-344-3574, Low Income Usage Reduction Program (LIURP) call 1-800-675-0222, or, please call DUQUESNE LIGHT COMPANY at 1-888-393-7100.

Eligibility: Ambit Energy does not deny residential electric 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.

Term: Unless specified otherwise, the term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Your rate may vary during the Renewal Term given changes in market conditions and the wholesale cost of electricity supply. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.

Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration

date or the effective date of the changes. We will explain your options in these three advance notices.

Pricing & Payment: You will receive a single bill from your EDC that includes Ambit Energy generation supply charges as well as the EDC's delivery charges. Your contract price will be determined on a month to month basis, as disclosed to you at the time of enrollment. This contract price includes Electric Generation Service Charges, Transmission Charges and Gross Receipts Tax, but excludes applicable state and local sales taxes and the Distribution Charges from your local EDC, DUQUESNE LIGHT COMPANY.

Your payment will be due to the EDC by the date specified in the EDC bill. Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

Access to Customer Information: Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your EDC, including, but not limited to, Customer's account number, meter reading data, rate class and electric usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC is required by PUC to communicate with Customer following a notice of change of EGS 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 regarding any billing dispute, and should contact Ambit Energy in writing at P.O. Box 864589, Plano, TX 75086 or by telephone at 1-866-282-6248 for any terms of service dispute. If, after discussing your problem with Ambit Energy or the EDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. You may file an informal complaint by telephoning the Utility Choice Hotline at 1-800-692-7380, 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"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at:
<http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html> and
<http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>

Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Contact DUQUESNE LIGHT COMPANY using the contact information listed for DUQUESNE LIGHT COMPANY under the Contact Information Section of this Agreement.

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 DUQUESNE LIGHT COMPANY at 1-888-393-7100 from 8:00 a.m. to 5:00 p.m. 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.

Cancellation: After your service begins, you are free to cancel service at anytime without incurring an early cancellation fee. We will never charge you an early termination fee for cancelling service. 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 returned to the EDC 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 notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC. To cancel, please contact Ambit Energy at the contact information noted above.

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electricity supply. You agree to pay for the services provided by Ambit Energy through the date you are switched to another EGS or returned to the EDC 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 notice to the EDC of your cancellation request. We will notify both you and your EDC of the cancellation of this agreement at least 14 days prior to the effective date of cancellation.

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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. 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.

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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.

Force Majeure. The term "*Force Majeure*" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a *Force Majeure* by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by *Force Majeure* to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such *Force Majeure*, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the *Force Majeure*.

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.

Ambit Northeast, LLC

Terms of Service

Effective Date: January 1, 2011

v. PA12011-FEME

The following is your Terms of Service ("Agreement") with Ambit Northeast, LLC ("Ambit Energy") for the purchase of residential electricity service. Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity necessary delivered to you, as measured or estimated by your Electric Distribution Company ("EDC" or "FIRST ENERGY MET-ED"). Ambit Energy is an Electric Generation Supplier ("EGS") and will supply electricity for your residence enrolled under this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records.

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Plano, TX 75086
Customer Service (877) 282-6248
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Operating Hours:
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Saturdays 10:00 AM – 5:00 PM CT

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

Electric Distribution Company & POLR:
FIRST ENERGY MET-ED
100 APC Building
800 North Third Street
Harrisburg, PA 17102
Phone Number: 1-888-544-4877

Public Utility Commission of Pennsylvania (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380

For Universal Service Programs, such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), Matching Energy Assistance Fund (MEAF) call 1-800-774-7040, Low Income Home Energy Assistance Program (LIHEAP) call 1-800-344-3574, Low Income Usage Reduction Program (LIURP) call 1-800-675-0222, or, please call FIRST ENERGY MET-ED at 1-888-545-7741.

Eligibility: Ambit Energy does not deny residential electric 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.

Term: Unless specified otherwise, the term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Your rate may vary during the Renewal Term given changes in market conditions and the wholesale cost of electricity supply. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.

Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration

PUC License No. [insert license number once approved]

date or the effective date of the changes. We will explain your options in these three advance notices.

Pricing & Payment: You will receive a single bill from your EDC that includes Ambit Energy generation supply charges as well as the EDC's delivery charges. Your contract price will be determined on a month to month basis, as disclosed to you at the time of enrollment. This contract price includes Electric Generation Service Charges, Transmission Charges and Gross Receipts Tax, but excludes applicable state and local sales taxes and the Distribution Charges from your local EDC, FIRST ENERGY MET-ED.

Your payment will be due to the EDC by the date specified in the EDC bill. Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

Access to Customer Information: Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your EDC, including, but not limited to, Customer's account number, meter reading data, rate class and electric usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC is required by PUC to communicate with Customer following a notice of change of EGS 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 regarding any billing dispute, and should contact Ambit Energy in writing at P.O. Box 864589, Plano, TX 75086 or by telephone at 1-866-282-6248 for any terms of service dispute. If, after discussing your problem with Ambit Energy or the EDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. You may file an informal complaint by telephoning the Utility Choice Hotline at 1-800-692-7380, 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"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at:
<http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html> and
<http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>

Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Contact FIRST ENERGY MET-ED using the contact information listed for FIRST ENERGY MET-ED under the Contact Information Section of this Agreement.

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 FIRST ENERGY MET-ED at 1-888-545-7741 from 8:00 a.m. to 5:00 p.m. 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.

Cancellation: After your service begins, you are free to cancel service at anytime without incurring an early cancellation fee. We will never charge you an early termination fee for cancelling service. 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 returned to the EDC 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 notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC. To cancel, please contact Ambit Energy at the contact information noted above.

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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 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. 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.

Force Majeure. The term "*Force Majeure*" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a *Force Majeure* by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by *Force Majeure* to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such *Force Majeure*, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the *Force Majeure*.

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.

Ambit Northeast, LLC

Terms of Service

Effective Date: January 1, 2011
v. PA12011-FEPP

The following is your Terms of Service ("Agreement") with Ambit Northeast, LLC ("Ambit Energy") for the purchase of residential electricity service. Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity necessary delivered to you, as measured or estimated by your Electric Distribution Company ("EDC" or "FIRST ENERGY PENNPOWER"). Ambit Energy is an Electric Generation Supplier ("EGS") and will supply electricity for your residence enrolled under this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records.

Ambit Energy is a PUC licensed EGS in the Commonwealth of Pennsylvania. Ambit Energy's license number is _____. Ambit Energy sets the Electric Generation Service Charge and the Public Utilities Commission ("PUC") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services.

For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy available 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 8:00 AM – 6:00 PM CT
Saturdays 10:00 AM – 5:00 PM CT

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

Electric Distribution Company & POLR:
FIRST ENERGY PENNPOWER
76 South Main Street
Akron, OH 44308
Phone Number: 1-888-544-4877

Public Utility Commission of Pennsylvania (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380

For Universal Service Programs, such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), Matching Energy Assistance Fund (MEAF) call 1-800-774-7040, Low Income Home Energy Assistance Program (LIHEAP) call 1-800-344-3574, Low Income Usage Reduction Program (LIURP) call 1-800-675-0222, or, please call FIRST ENERGY PENNPOWER at 1-888-545-7741.

Eligibility: Ambit Energy does not deny residential electric 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.

Term: Unless specified otherwise, the term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Your rate may vary during the Renewal Term given changes in market conditions and the wholesale cost of electricity supply. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.

Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration

date or the effective date of the changes. We will explain your options in these three advance notices.

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Ambit Northeast, LLC

Terms of Service

Effective Date: January 1, 2011
v. PA12011-Pe

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Plano, TX 75086
Customer Service (877) 282-6248
Facsimile (214) 969-5928
Operating Hours:
Monday – Friday 8:00 AM – 6:00 PM CT
Saturdays 10:00 AM – 5:00 PM CT

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

Electric Distribution Company & POLR:
PECO
2301 Market Street
P.O. Box 37629
Philadelphia, PA 19101
Phone Number: 1-800-841-4141

Public Utility Commission of Pennsylvania (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380

For Universal Service Programs, such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), Matching Energy Assistance Fund (MEAF) call 1-800-774-7040, Low Income Home Energy Assistance Program (LIHEAP) call 1-800-344-3574, Low Income Usage Reduction Program (LIURP) call 1-800-675-0222, or, please call PECO at 1-800-480-1533.

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<http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html> and
<http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>

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No Warranties: Unless otherwise expressly set forth in this Agreement, Ambit Energy provides and PUC License No. [insert license number once approved]

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.

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Force Majeure. The term "*Force Majeure*" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a *Force Majeure* by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by *Force Majeure* to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such *Force Majeure*, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the *Force Majeure*.

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.

Ambit Northeast, LLC

Terms of Service

Effective Date: January 1, 2011
v. PA12011-PPL

The following is your Terms of Service ("Agreement") with Ambit Northeast, LLC ("Ambit Energy") for the purchase of residential electricity service. Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity necessary delivered to you, as measured or estimated by your Electric Distribution Company ("EDC" or "PPL"). Ambit Energy is an Electric Generation Supplier ("EGS") and will supply electricity for your residence enrolled under this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records.

Ambit Energy is a PUC licensed EGS in the Commonwealth of Pennsylvania. Ambit Energy's license number is _____. Ambit Energy sets the Electric Generation Service Charge and the Public Utilities Commission ("PUC") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services.

For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy available 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 8:00 AM – 6:00 PM CT
Saturdays 10:00 AM – 5:00 PM CT

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

Electric Distribution Company & POLR:
PPL
Two North Ninth Street
Allentown, PA 18108-1179
Phone Number: 1-800-342-5775

Public Utility Commission of Pennsylvania (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380

For Universal Service Programs, such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), Matching Energy Assistance Fund (MEAF) call 1-800-774-7040, Low Income Home Energy Assistance Program (LIHEAP) call 1-800-344-3574, Low Income Usage Reduction Program (LIURP) call 1-800-675-0222, or, please call PPL at 1-800-358-6623.

Eligibility: Ambit Energy does not deny residential electric 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.

Term: Unless specified otherwise, the term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Your rate may vary during the Renewal Term given changes in market conditions and the wholesale cost of electricity supply. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.

Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration

date or the effective date of the changes. We will explain your options in these three advance notices.

Pricing & Payment: You will receive a single bill from your EDC that includes Ambit Energy generation supply charges as well as the EDC's delivery charges. Your contract price will be determined on a month to month basis, as disclosed to you at the time of enrollment. This contract price includes Electric Generation Service Charges, Transmission Charges and Gross Receipts Tax, but excludes applicable state and local sales taxes and the Distribution Charges from your local EDC, PPL.

Your payment will be due to the EDC by the date specified in the EDC bill. Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

Access to Customer Information: Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your EDC, including, but not limited to, Customer's account number, meter reading data, rate class and electric usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC is required by PUC to communicate with Customer following a notice of change of EGS 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 regarding any billing dispute, and should contact Ambit Energy in writing at P.O. Box 864589, Plano, TX 75086 or by telephone at 1-866-282-6248 for any terms of service dispute. If, after discussing your problem with Ambit Energy or the EDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. You may file an informal complaint by telephoning the Utility Choice Hotline at 1-800-692-7380, 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"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at:
<http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html> and
<http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>

Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Contact PPL using the contact information listed for PPL under the Contact Information Section of this Agreement.

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 PPL at 1-800-342-5775 from 8:00 a.m. to 5:00 p.m. 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.

Cancellation: After your service begins, you are free to cancel service at anytime without incurring an early cancellation fee. We will never charge you an early termination fee for cancelling service. 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 returned to the EDC 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 notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC. To cancel, please contact Ambit Energy at the contact information noted above.

Ambit Energy reserves the right to cancel this agreement (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC and Ambit Energy Services; or (iii) if the EDC removes you from their consolidated billing program and requires that Ambit Energy bill you separately for your electricity supply. You agree to pay for the services

provided by Ambit Energy through the date you are switched to another EGS or returned to the EDC 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 notice to the EDC of your cancellation request. We will notify both you and your EDC 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 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. 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 PUC License No. [insert license number once approved]

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.

Force Majeure. The term "*Force Majeure*" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a *Force Majeure* by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by *Force Majeure* to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such *Force Majeure*, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the *Force Majeure*.

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.

Ambit Northeast, LLC

Terms of Service

Effective Date: January 1, 2011

v. PA12011-UGI

The following is your Terms of Service ("Agreement") with Ambit Northeast, LLC ("Ambit Energy") for the purchase of residential electricity service. Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity necessary delivered to you, as measured or estimated by your Electric Distribution Company ("EDC" or "UGI UTILITIES, INC."). Ambit Energy is an Electric Generation Supplier ("EGS") and will supply electricity for your residence enrolled under this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records.

Ambit Energy is a PUC licensed EGS in the Commonwealth of Pennsylvania. Ambit Energy's license number is _____. Ambit Energy sets the Electric Generation Service Charge and the Public Utilities Commission ("PUC") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services.

For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy available 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 8:00 AM – 6:00 PM CT
Saturdays 10:00 AM – 5:00 PM CT

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

Electric Distribution Company & POLR:
UGI UTILITIES, INC.
400 Stewart Road
PO Box 3200
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200
Phone Number: 1-800-962-1212

Public Utility Commission of Pennsylvania (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380

For Universal Service Programs, such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), Matching Energy Assistance Fund (MEAF) call 1-800-774-7040, Low Income Home Energy Assistance Program (LIHEAP) call 1-800-344-3574, Low Income Usage Reduction Program (LIURP) call 1-800-675-0222, or, please call UGI UTILITIES, INC. at 1-800-340-5394.

Eligibility: Ambit Energy does not deny residential electric 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.

Term: Unless specified otherwise, the term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Your rate may vary during the Renewal Term given changes in market conditions and the wholesale cost of electricity supply. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.

Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills

PUC License No. [insert license number once approved]

or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

Pricing & Payment: You will receive a single bill from your EDC that includes Ambit Energy generation supply charges as well as the EDC's delivery charges. Your contract price will be determined on a month to month basis, as disclosed to you at the time of enrollment. This contract price includes Electric Generation Service Charges, Transmission Charges and Gross Receipts Tax, but excludes applicable state and local sales taxes and the Distribution Charges from your local EDC, UGI UTILITIES, INC..

Your payment will be due to the EDC by the date specified in the EDC bill. Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

Access to Customer Information: Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your EDC, including, but not limited to, Customer's account number, meter reading data, rate class and electric usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC is required by PUC to communicate with Customer following a notice of change of EGS 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 regarding any billing dispute, and should contact Ambit Energy in writing at P.O. Box 864589, Plano, TX 75086 or by telephone at 1-866-282-6248 for any terms of service dispute. If, after discussing your problem with Ambit Energy or the EDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. You may file an informal complaint by telephoning the Utility Choice Hotline at 1-800-692-7380, or by writing to the

PUC License No. [insert license number once approved]

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"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at:
<http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html> and
<http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>

Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Contact UGI UTILITIES, INC. using the contact information listed for UGI UTILITIES, INC. under the Contact Information Section of this Agreement.

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 UGI UTILITIES, INC. at 1-800-340-5394 from 8:00 a.m. to 5:00 p.m. 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.

Cancellation: After your service begins, you are free to cancel service at anytime without incurring an early cancellation fee. We will never charge you an early termination fee for cancelling service. 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 returned to the EDC 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 notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC. To cancel, please contact Ambit Energy at the contact information noted above.

Ambit Energy reserves the right to cancel this agreement (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC and Ambit Energy Services; or (iii) if the EDC removes you from their consolidated billing program and requires that Ambit Energy bill you separately for your

electricity supply. You agree to pay for the services provided by Ambit Energy through the date you are switched to another EGS or returned to the EDC 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 notice to the EDC of your cancellation request. We will notify both you and your EDC 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 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. 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.

Force Majeure. The term "*Force Majeure*" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a *Force Majeure* by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by *Force Majeure* to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such *Force Majeure*, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the *Force Majeure*.

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 17 (c)

Disclosure Statement

RECEIVED

JUL 20 2010

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

Disclosure Statement **for Ambit Energy**

This is an agreement for electric generation service, between Ambit Energy and customer's name and full address. You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure by contacting Ambit Energy.

Background

We at Ambit Energy are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2010-XXXXXXX. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Generation Charge - Charge for production of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
- Non basic Charges - *Define each non basic service being offered.*

Terms of Service

1. Length of Agreement: The term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and 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 of its desire not to renew, at least thirty (30) days prior to the next meter read date.

2. Basic Service Prices: Your rate for the Initial Term will be _____. During the Renewal Term, your rate may vary dependent upon _____. Ambit Energy will not offer any non-basic services.

3. Special Terms and Conditions: For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

4. Penalties, Fees and Exceptions: A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

5. No Early Termination Fee: We will not charge you an early termination fee for cancelling service with us.

6. Agreement Expiration/Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date **or** if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

7. Dispute Procedures

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

8. Contact Information

Generation Supplier Name:	Ambit Energy
Address:	P.O. Box 864589 Plano, TX 75086
Phone Number:	1-877-282-6248
Internet Address:	www.ambitenergy.com
Electric Distribution Company Name:	Allegheny Power
Provider of Last Resort Name:	Allegheny Power
Address:	800 Cabin Hill Dr. Greensburg, PA 15606
Phone Number:	1-800-255-3443
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Electric Competition Hotline Number:	1-888-782-3228
Universal Service Programs:	CAP Rate 1-800-774-7040 LIHEAP 1-800-34-HELP-4 (1-800-344-3574) MEAF 1-800-774-7040 LIURP 1-800-675-0222 CARES 1-800-774-7040
Utility Choice Hotline:	1-800-692-7380

Disclosure Statement **for Ambit Energy**

This is an agreement for electric generation service, between Ambit Energy and customer's name and full address. You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure by contacting Ambit Energy.

Background

We at Ambit Energy are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2010-XXXXXXX. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Generation Charge - Charge for production of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
- Non basic Charges - *Define each non basic service being offered.*

Terms of Service

1. Length of Agreement: The term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and 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 of its desire not to renew, at least thirty (30) days prior to the next meter read date.

2. Basic Service Prices: Your rate for the Initial Term will be _____. During the Renewal Term, your rate may vary dependent upon _____. Ambit Energy will not offer any non-basic services.

3. Special Terms and Conditions: For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

4. Penalties, Fees and Exceptions: A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

5. No Early Termination Fee: We will not charge you an early termination fee for cancelling service with us.

6. Agreement Expiration/Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

7. Dispute Procedures

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

8. Contact Information

Generation Supplier Name:	Ambit Energy
Address:	P.O. Box 864589 Plano, TX 75086
Phone Number:	1-877-282-6248
Internet Address:	www.ambitenergy.com
Electric Distribution Company Name:	Duquesne Light Company
Provider of Last Resort Name:	Duquesne Light Company
Address:	411 Seventh Avenue (6-3) Pittsburg, PA 15219
Phone Number:	1-888-393-7000
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Electric Competition Hotline Number:	1-888-782-3228
Universal Service Programs:	CAP Rate 1-800-774-7040 LIHEAP 1-800-34-HELP-4 (1-800-344-3574) MEAF 1-800-774-7040 LIURP 1-800-675-0222 CARES 1-800-774-7040
Utility Choice Hotline:	1-800-692-7380

Disclosure Statement **for Ambit Energy**

This is an agreement for electric generation service, between Ambit Energy and customer's name and full address. You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure by contacting Ambit Energy.

Background

We at Ambit Energy are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2010-XXXXXXX. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- **Generation Charge** - Charge for production of electricity.
- **Transmission Charge** - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
- **Non basic Charges** - *Define each non basic service being offered.*

Terms of Service

1. Length of Agreement: The term shall commence as of the date the change of provider to Ambit is deemed effective by the EDC and 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 of its desire not to renew, at least thirty (30) days prior to the next meter read date.

2. Basic Service Prices: Your rate for the Initial Term will be _____. During the Renewal Term, your rate may vary dependent upon _____. Ambit Energy will not offer any non-basic services.

3. Special Terms and Conditions: For enrolling with Ambit Energy, you will receive a 2 night, 3 day hotel travel voucher. Additionally, you can accumulate points for energy usage while an Ambit customer that you can redeem for rewards, such as travel. Not only will you receive these special rewards, you will also have the opportunity to earn Free Energy (electric supply charges only) by referring other customers to Ambit Energy.

4. Penalties, Fees and Exceptions: A 1.5% late penalty fee per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, will not exceed 6% simple interest per annum.

5. No Early Termination Fee: We will not charge you an early termination fee for cancelling service with us.

6. Agreement Expiration/Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date **or** if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

7. Dispute Procedures

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

8. Contact Information

Generation Supplier Name:	Ambit Energy
Address:	P.O. Box 864589 Plano, TX 75086
Phone Number:	1-877-282-6248
Internet Address:	www.ambitenergy.com
Electric Distribution Company Name:	First Energy Met-Ed
Provider of Last Resort Name:	First Energy Met-Ed
Address:	100 APC Building 800 North Third Street Harrisburg, PA 17102
Phone Number:	1-888-544-4877
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Electric Competition Hotline Number:	1-888-782-3228
Universal Service Programs:	CAP Rate 1-800-774-7040 LIHEAP 1-800-34-HELP-4 (1-800-344-3574) MEAF 1-800-774-7040 LIURP 1-800-675-0222 CARES 1-800-774-7040
Utility Choice Hotline:	1-800-692-7380

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Generation Supplier Name:	Ambit Energy
Address:	P.O. Box 864589 Plano, TX 75086
Phone Number:	1-877-282-6248
Internet Address:	www.ambitenergy.com
Electric Distribution Company Name:	First Energy PennPower
Provider of Last Resort Name:	First Energy PennPower
Address:	76 South Main Street Akron, OH 44308
Phone Number:	1-888-544-4877
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Electric Competition Hotline Number:	1-888-782-3228
Universal Service Programs:	CAP Rate 1-800-774-7040 LIHEAP 1-800-34-HELP-4 (1-800-344-3574) MEAF 1-800-774-7040 LIURP 1-800-675-0222 CARES 1-800-774-7040
Utility Choice Hotline:	1-800-692-7380

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Generation Supplier Name:	Ambit Energy
Address:	P.O. Box 864589 Plano, TX 75086
Phone Number:	1-877-282-6248
Internet Address:	www.ambitenergy.com
Electric Distribution Company Name:	Peco
Provider of Last Resort Name:	Peco
Address:	2301 Market Street P.O. Box 8699 Philadelphia, PA 19101
Phone Number:	1-800-494-4000
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Electric Competition Hotline Number:	1-888-782-3228
Universal Service Programs:	CAP Rate 1-800-774-7040 LIHEAP 1-800-34-HELP-4 (1-800-344-3574) MEAF 1-800-774-7040 LIURP 1-800-675-0222 CARES 1-800-774-7040
Utility Choice Hotline:	1-800-692-7380

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8. Contact Information

Generation Supplier Name:	Ambit Energy
Address:	P.O. Box 864589 Plano, TX 75086
Phone Number:	1-877-282-6248
Internet Address:	www.ambitenergy.com
Electric Distribution Company Name:	PPL
Provider of Last Resort Name:	PPL
Address:	Two North Ninth Street Allentown, PA 18108-1179
Phone Number:	1-800-342-5775
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Electric Competition Hotline Number:	1-888-782-3228
Universal Service Programs:	CAP Rate 1-800-774-7040 LIHEAP 1-800-34-HELP-4 (1-800-344-3574) MEAF 1-800-774-7040 LIURP 1-800-675-0222 CARES 1-800-774-7040
Utility Choice Hotline:	1-800-692-7380

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7. Dispute Procedures

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8. Contact Information

Generation Supplier Name:	Ambit Energy
Address:	P.O. Box 864589 Plano, TX 75086
Phone Number:	1-877-282-6248
Internet Address:	www.ambitenergy.com
Electric Distribution Company Name:	UGI Utilities, Inc.
Provider of Last Resort Name:	UGI Utilities, Inc.
Address:	400 Stewart Road PO Box 3200 Hanover Industrial Estates Wilkes-Barre, PA 18773-3200
Phone Number:	1-800-962-1212
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Electric Competition Hotline Number:	1-888-782-3228
Universal Service Programs:	CAP Rate 1-800-774-7040 LIHEAP 1-800-34-HELP-4 (1-800-344-3574) MEAF 1-800-774-7040 LIURP 1-800-675-0222 CARES 1-800-774-7040
Utility Choice Hotline:	1-800-692-7380

Attachment G

Responsive to Item 18

Proof of Bond

RECEIVED

JUL 20 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX A
Westchester Fire Insurance Company
License Bond

Bond Number: KO8235880

KNOW ALL MEN BY THESE PRESENTS that Ambit Northeast, LLC as Principal, and Westchester Fire Insurance Company of Atlanta, Georgia, as Surety, are firmly bound unto Pennsylvania Public Utility Commission, as obligee, in the penal sum of Two Hundred Fifty Thousand Dollars and No/100 - - - (\$250,000.00), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly, severally, and firmly by these presents.

SIGNED, SEALED AND DATED THIS 9th day of July, 2010

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has made application for a license to the Obligee to offer, render, furnish, or supply electricity or electric generation services to the public.

NOW THEREFORE, the condition of this obligation is such that the Principal must act in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809 (c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.

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

PROVIDED, the Surety may terminate its future liability under this Bond sixty (60) days after furnishing written notice of such intention to terminate. This termination shall not affect the liability of the Surety and the Principal for any liability incurred by the Principal prior to the effective date of such termination. Any claim under this bond must be instituted within three (3) months of the effective date of termination.

THIS BOND WILL EXPIRE July 9, 2011, but may be continued by continuation certificate signed by Principal and Westchester Fire Insurance Company. Westchester Fire Insurance Company may at any time terminate its liability by giving sixty (60) days written notice of the Obligee, and Westchester Fire Insurance Company shall not be liable for any default after such sixty-day notice period, except for defaults occurring prior thereto.

Signed, sealed and dated July 9, 2010

Ambit Northeast, LLC
By: [Signature] Principal

Westchester Fire Insurance Company
By: [Signature] Surety
Rhesa F. Boulton, Attorney-In-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

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

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

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

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1997 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint Elaine Lewis, Marc V Halvorsen, Rhessa E Boulton, Rosalyn D Hassell, Scott D Chappman, all of the City of HOUSTON Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed, any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of September 2009.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of September, AD 2009 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LAUREN E. BEATTY, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires September 25, 2010

Lauren E. Beatty
Lauren E. Beatty, Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 9th day of July 2010.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 11, 2011

Attachment H

Responsive to Item 19 A

Financials

REDACTED – Information provided in this section has been redacted to protect confidential and proprietary company information.

RECEIVED

JUL 20 2010

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

Attachment I

Responsive to Item 19 B

Financial Fitness - Resumes

Ambit Energy Corporate Biographies

Jere Thompson, Jr. Chief Executive Officer & Co-Founder

Mr. Thompson has more than fifteen years of management experience with enterprise financial and administration responsibilities including profit and loss responsibilities as well as natural gas sales experience. From October 2007 through present, Mr. Thompson has gained natural gas sales experience following the same duties in the New York Consolidated Edison, NYSEG, National Grid and Keyspan utility service areas. From June 2008 to present, Mr. Thompson has gained natural gas sales experience in the NICOR territory in Illinois by implementing, approving, and providing input in gas sales and procurement transactions and negotiating bilateral contract agreements. From 2005 through present, Mr. Thompson has gained electricity sales experience in both the Texas ERCOT and New York NYISO retail energy markets.

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 years of financial and executive utility management experience, including profit and loss responsibilities in the telecommunications utility industries in areas. 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, including natural gas and electric sales experience.

Cynthia Williams Young Chief Service Officer

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

Cynthia joined Ambit from Southwest Airlines, where she most recently served as Senior Director of Labor & Employee Relations. Throughout much of her 21-year tenure at Southwest, Cynthia reported directly to Colleen Barrett and Herb Kelleher, honing her skills in servant leadership and customer

service. Each of her positions at Southwest Airlines provided the opportunity for the development of highly effective communication skills, as well as a thorough understanding of how to establish and nurture a productive environment of employee engagement. While at Southwest, Cynthia 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 holds a Bachelor of Science degree from the University of North Texas.

Beau Paradowski
Chief Financial Officer

Beau Paradowski is Ambit Energy's Chief Financial Officer, where he is responsible for Accounting, Finance, Energy Procurement and Billing. Beau brings over eighteen years of experience in corporate finance, accounting, treasury, mergers and acquisitions, and investor relations. Prior to joining Ambit, Beau held CFO positions at Turbine, Optasite and Clearwire, each allowing Beau to demonstrate his strong leadership and financial acumen by creating significant shareholder value, effectively managing internal and external customers and developing strong employee relations. Beau also spent four years in public accounting, developing his functional understanding of accounting principles as a senior auditor at Coopers and Lybrand.

Beau graduated Cum Laude from Texas A&M University with a degree in Accounting.

Chris Chambless
Chief Marketing Officer

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 B.A. 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 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.

Attachment J

Responsive to Item 20

Technical Fitness

AFFIDAVIT

State of Texas
County of Dallas

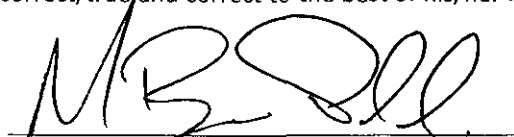
Beau Paradowski, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

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


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

That Ambit Northeast, LLC, the Applicant herein, will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and applicant agrees to comply with the operational requirements of the control area(s) within which applicant will provide retail service.

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 30th day of July, 2010


Signature of official administering oath

My commission expires May 3, 2014



Proposed Staffing & Employee Training

Ambit Energy's operational staff will be based out of Ambit's Dallas, TX and Plano, TX offices. Approximately 250 employees are staffed collectively at these offices. Customer service will be handled internally at the Plano office. This office houses approximately 150 call center agents and handles customer service for Ambit's 300,000 plus accounts in the Texas, Illinois, and New York 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.

Corporate Overview – Technical Fitness

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 Commission's of New York, Illinois, and Texas.

Ambit Energy currently serves over 320,000 electricity and natural gas customers and is well-versed in operating within the reliability protocols of the North American Electric Reliability Council and various Public Service 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.

Ambit Energy has met all of the licensing requirements, testing and EDI standards for the following local distribution companies (LDUs): Consolidated Edison, KeySpan, National Grid, NYSEG, Rochester Gas and Electric, Nicor Gas, Oncor, Centerpoint, AEP, & Texas-New Mexico Power.

In addition, below are the biographies of key technical personnel who make up the Ambit Energy team.

Jere Thompson, Jr.
Chief Executive Officer & Co-Founder

Mr. Thompson has more than eighteen years of management experience with enterprise financial and administration responsibilities including profit and loss corporate governance. From March 2006 through present, Mr. Thompson has gained electricity portfolio sales and risk management experience in the Texas power markets. From June 2007 to present, Mr. Thompson gained electricity and natural gas sales experience following the same duties in the New York Consolidated Edison, National Grid, NYSEG, RG&E and Keyspan utility service areas. From June 2008 to present, Mr. Thompson has gained natural gas sales experience in the NICOR territory in Illinois by implementing, approving, and providing input in gas sales and procurement transactions and negotiating bilateral contract agreements.

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 years of financial and executive utility management experience, including profit and loss responsibilities in the telecommunications utility industries in areas. 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 from the University of Texas. Mr. Thompson has more than a decade of deregulated utilities sales experience, including natural gas and electric sales experience.

John Cooney
Director of Energy Sales and Procurement

John Cooney has over ten years of electricity and natural gas experience, including operating within FERC, NAESB and NAERC guidelines. From 2000 to 2008, he held various positions demonstrating escalating responsibility at SUEZ Energy North America, from Manager of Market-Based Structure to Senior Director of Acquisitions, Investments and Financial Advisory. From 2000 to 2002, Mr. Cooney held the position of Manager of Market-Based Structure where he designed and priced deal structures for US power clients utilizing assets totaling 11,000 MW. He was appointed as Lead Structurer on numerous transactions spanning the U.S., many requiring simulation modeling to value diverse energy loads and generation assets.

From 2003 to 2005 Mr. Cooney held the position of Manager, Project Advisory where he conducted simulation modeling necessary to price the company's first participation in the New Jersey electric distribution companies' Basic Generation Service auction. He also improved the wholesale power traders' abilities to calibrate pricing of plant-specific options products and terms, and served as liaison

to executive management to insure proper deal capture in the risk control system. From 2005 to 2008 he held the position of Senior Director of Acquisitions, Investments and Financial Advisory where he advised the Executive Committee on a broad range of growth initiatives including valuation and risk assessment of major capital commitments, including acquisitions, investments in existing operations, and related contracts. He synthesized the expertise of Trading, Treasury, Engineering, Accounting and Tax into the construction of comprehensive models, summary financials, and investment memoranda.

John holds a Bachelor of Arts in Economics and English from Rutgers University as well as an Master of Business Administration from Baylor University.

Susie Johnston
Manager of Power and Natural Gas Operations

Ms. Johnston has more than nine years of electricity and 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 trade risk management; natural gas scheduling; composing Ambit's retail natural gas pricing models; and providing guidance in the procurement of electricity and natural gas at 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 Operations Scheduling Analyst at Astra Power Company where she provided comprehensive knowledge of online pipeline systems and scheduling applications and energy accounting software for next day gas markets. 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 Business Administration and Management Information Systems from Baylor University.