



PUCO USE ONLY – Version 1.07		
Date Received	Case Number	Certification Number
	15-1097-GA-CRS	

CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-16 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION AND SERVICES

A-1 Applicant intends to be certified as: (check all that apply)

☐ Retail Natural Gas Aggregator ☐ Retail Natural Gas Broker ☒ Retail Natural Gas Marketer

A-2 Applicant information:

Legal Name Ambit Northeast, LLC
Address 1801 N. Lamar Street, Ste. 600, Dallas, Texas 75202
Telephone No. 214 270 1770 Web site Address www.ambitenergy.com

A-3 Applicant information under which applicant will do business in Ohio:

Name Ambit Northeast, LLC
Address 1801 N. Lamar Street, Ste. 600, Dallas, Texas 75202
Web site Address www.ambitenergy.com Telephone No. 214 270 1770

A-4 List all names under which the applicant does business in North America:

Ambit Texas, LLC Ambit Illinois, LLC
Ambit California, LLC Ambit Northeast, LLC
Ambit New York, LLC

A-5 Contact person for regulatory or emergency matters:

Name Patricia Zacharie Title Corporate Counsel, Manager, Regulatory and Compliance
Business Address 1801 N. Lamar Street, Ste. 600, Dallas, Texas 75202
Telephone No. 214.530.5422 Fax No. 877.674.9270 Email Address pzacharie@ambitenergy.com

A-6 Contact person for Commission Staff use in investigating customer complaints:

Name Arthelia Harris Title Executive Response Compliance Specialist
Business address 1801 N. Lamar Street, Ste. 600, Dallas, Texas 75202
Telephone No. 972.813.0364 Fax No. 877.262.7053 Email Address arharris@ambitenergy.com

A-7 Applicant's address and toll-free number for customer service and complaints

Customer service address P.O. Box 660462 Plano, Texas 75266
Toll-Free Telephone No. 877.282.6248 Fax No. 214.969.5928 Email Address customercare@ambitenergy.com

A-8 Provide "Proof of an Ohio Office and Employee," in accordance with Section 4929.22 of the Ohio Revised Code, by listing name, Ohio office address, telephone number, and Web site address of the designated Ohio Employee

Name Capitol Corporate Services, Inc. Title Registered Agent
Business address 4568 Mayfield Road, Ste. 204, Cleveland, Ohio 44121
Telephone No. 800.345.4647 Fax No. 800.432.3622 Email Address customercare@ambitenergy.com

A-9 Applicant's federal employer identification number 32-0411643

A-10 Applicant's form of ownership: (Check one)

- | | |
|--|---|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input checked="" type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other |

A-11 (Check all that apply) Identify each natural gas company service area in which the applicant is currently providing service or intends to provide service, including identification of each customer class that the applicant is currently serving or intends to serve, for example: *residential, small commercial, and/or large commercial/industrial (mercantile) customers*. (A mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.)

<input checked="" type="checkbox"/> Columbia Gas of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Dominion East Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Duke Energy Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Vectren Energy Delivery of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input type="checkbox"/> Large Commercial / Industrial

A-12 If applicant or an affiliated interest previously participated in any of Ohio's Natural Gas Choice Programs, for each service area and customer class, provide approximate start date(s) and/or end date(s) that the applicant began delivering and/or ended services.

☐ **Columbia Gas of Ohio**

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ **Dominion East Ohio**

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ **Duke Energy Ohio**

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ **Vectren Energy Delivery of Ohio**

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	10/01/2015
<input checked="" type="checkbox"/>	Dominion East Ohio	Intended Start Date	10/01/2015
<input checked="" type="checkbox"/>	Duke Energy Ohio	Intended Start Date	10/01/2015
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	10/01/2015

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 Exhibit A-15 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale natural gas or electricity to customers in North America.
- A-16 Exhibit A-16 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-17 Exhibit A-17 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-18 Exhibit A-18 "Secretary of State,"** provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 Exhibit B-1 "Jurisdictions of Operation,"** provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.
- B-2 Exhibit B-2 "Experience & Plans,"** provide a current description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational

status or ability to provide the services it is seeking to be certified to provide.

- B-5 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☒ No ☐ Yes

If Yes, provide a separate attachment labeled as **Exhibit B-5 "Disclosure of Consumer Protection Violations,"** detailing such violation(s) and providing all relevant documents.

- B-6 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

☒ No ☐ Yes

If Yes, provide a separate attachment, labeled as **Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** detailing such action(s) and providing all relevant documents.

SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- C-1 Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.
- C-2 Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 whether the applicant is not required to file with the SEC and why.
- C-3 Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer-certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer-certified financial statements covering the life of the business.
- C-4 Exhibit C-4 "Financial Arrangements,"** provide copies of the applicant's current financial arrangements to conduct competitive retail natural gas service (CRNGS) as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)
- C-5 Exhibit C-5 "Forecasted Financial Statements,"** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- C-6 Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.
- C-7 Exhibit C-7 "Credit Report,"** provide a copy of the applicant's current credit report from Experian, Dun and Bradstreet, or a similar organization.
- C-8 Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.
- C-9 Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application, or at any time as a participant in the Ohio Natural Gas Choice programs.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.
- D-2 Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title

Joe Thompson CEO

Sworn and subscribed before me this

5th

day of

JUNE

Month

2015

Year

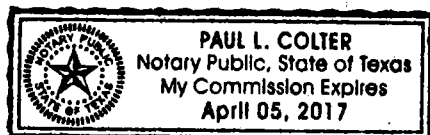
Paul L. Colter

Signature of official administering oath

PAUL L. COLTER
Print Name and Title

My commission expires on

4-5-17





The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In the Matter of the Application of)

Ambit Midwest, LLC)
for a Certificate or Renewal Certificate to Provide)
Competitive Retail Natural Gas Service in Ohio.)

Case No. - -GA-CRS

County of Dallas
State of Texas

Jere Thompson, Jr.

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Sworn and subscribed before me this

Paul L. Colter

Signature of Official Administering Oath

Jere Thompson, Jr.
5th day of June

CEO

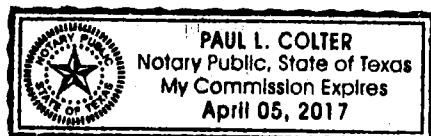
Month

2015

Year

PAUL L. COLTER

Print Name and Title



My commission expires on

4-5-17

(CRNGS Supplier -Version 1.07) Page 7 of 7

Exhibit A-14

Principal Officers, Directors & Partners

Provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.

Jere W. Thompson

Chief Executive Officer

Ambit Energy

1801 N. Lamar Street, Suite 600

Dallas, TX 75202

Phone: 214-270-1770

Email: jthompson@ambitenergy.com

Chris Chambless

Chief Marketing Officer

Ambit Energy

1801 N. Lamar Street, Suite 600

Dallas, TX 75202

Phone: 214-530-5418

Email: cchambless@ambitenergy.com

Laurie Rodriguez

Chief Financial Officer

Ambit Energy

1801 N. Lamar Street, Suite 600

Dallas, TX 75202

Phone: 214-461-4737

Email: lrodriguez@ambitenergy.com

John Burke

Chief Information Officer

Ambit Energy

1801 N. Lamar Street, Suite 600

Dallas, TX 75202

Phone: 214-530-5417

Email: jburke@ambitenergy.com

Exhibit A-15

Corporate Structure

Provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale natural gas or electricity to customers in North America.

Ambit Northeast, LLC is a wholly owned subsidiary of Ambit Energy Holdings, LLC (“Ambit Energy”), a Texas Corporation (see attached page for Corporate Structure diagram). Ambit Midwest, LLC was created in 2013 by founding partner Jere Thompson, Jr. for the sole purpose of serving energy customers in deregulated energy markets in North America. In addition to Ambit Midwest, LLC, Ambit Energy Holdings, LLC also serves five additional subsidiaries, all of which supply retail or wholesale natural gas or electricity to customers in North America: Ambit Texas, LLC, Ambit New York, LLC, and Ambit Illinois, LLC, Ambit California, LLC and Ambit Northeast, LLC.

Ambit New York, LLC currently holds an Energy Service Company certificate in the State of New York and supplies retail electric and gas services to both residential and small commercial customers. In Texas, Ambit Texas, LLC, is currently licensed as a Retail Electric Provider where it serves residential and small commercial customers. In Illinois, Ambit Energy currently holds a certificate as an Alternative Gas Supplier and an Alternative Retail Electric Supplier. Operating under the subsidiary Ambit Northeast, LLC, Ambit Energy provides gas and electricity services to customers in Maryland, Pennsylvania, Connecticut, Delaware, Massachusetts, New Hampshire, Rhode Island, New Jersey, the District of Columbia, Virginia and Maine.

Ambit Energy is not affiliated with any utility distribution companies and does not own any generation or production assets. Ambit Energy buys 100% of its natural gas and electricity from wholesale providers to serve its customer load.

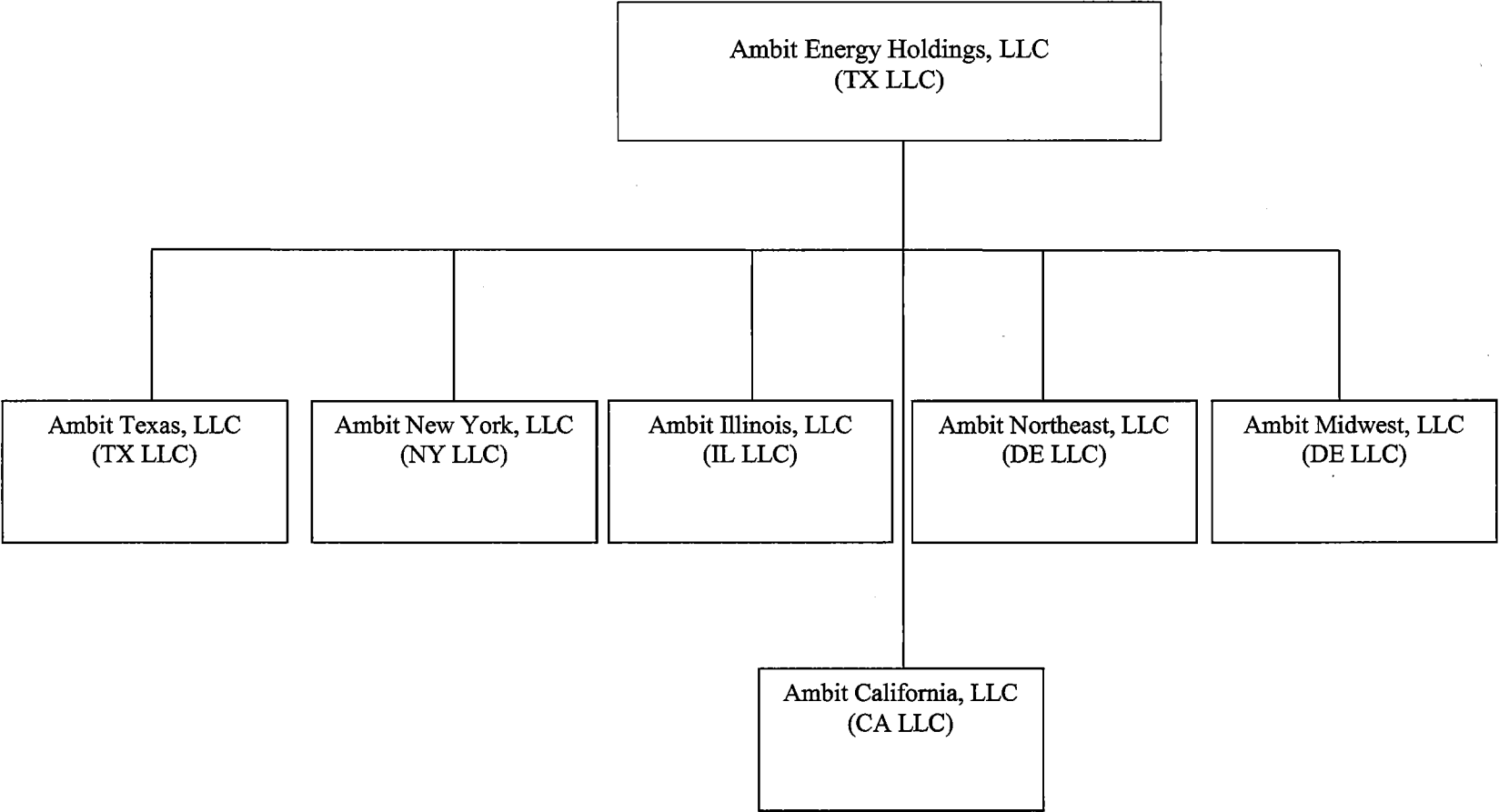


Exhibit A-16

Company History

Provide a concise description of the applicant's company history and principal business interests.

Ambit Energy was formed in 2006 by founding partner Jere Thompson, Jr. for the sole purpose of serving energy customers in deregulated energy markets across North America. In an effort to provide energy supply services to various deregulated markets, Ambit Midwest, LLC, its subsidiaries, Ambit Texas, LLC, Ambit New York, LLC, and Ambit Illinois, LLC were founded in 2008, while Ambit Northeast, LLC was formed in 2010.

Ambit Energy began providing energy services to customers in 2006, as a retail electricity supplier in the State of Texas. The remainder of Ambit Energy's subsidiaries began enrolling customer's shortly thereafter. Enrollment in New York commenced in 2007, while enrollment of new customers in Illinois began in 2008. The first state serviced by Ambit Northeast, LLC was Maryland, for which Ambit Energy began enrolling new customers in 2010.

Ambit Energy is continually adding new markets to its customer base, by expanding the services offered in established states and markets, as well as by seeking state regulatory approval to operate in additional states. In an effort to foster this growth, Ambit Northeast, LLC seeks approval to provide energy services to customers in the state of Ohio.

Exhibit A-17

Articles of Incorporation and Bylaws

If applicable, provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.

Attached is a copy of the Articles of Incorporation for Ambit Northeast, LLC.

**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: _____

JEFF THOMPSON, JR.

Print or Type

Delaware

PAGE 1

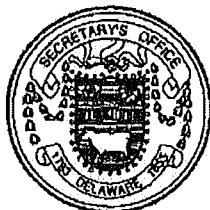
The First State

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

4830460 8100

100606533

You may verify this certificate online
at corp.delaware.gov/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 100606333 - 4830460 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

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

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

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

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

The Company will be member managed.

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

28th day of MAY, 2010.

By: Scott O'Brien
Authorized Person (s)

Name: Scott O'Brien

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMBIT MARYLAND, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF JUNE, A.D. 2010.

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

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

4830460 8300

100609224

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8026127

DATE: 06-01-10

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 NORTHEAST, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JUNE, A.D. 2010, AT 10:26 O'CLOCK A.M.

4838068 8100

100669500

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8062540

DATE: 06-18-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:37 AM 06/18/2010
FILED 10:26 AM 06/18/2010
ERY 100669300 - 4838068 FILE

**STATE OF DELAWARE
CERTIFICATE OF FORMATION OF
AMBIT NORTHEAST, LLC**

I, the undersigned natural person of the age of eighteen (18) years or more, acting as organizer of a limited liability company under the Delaware Limited Liability Company Act, 6 Delaware Code, Chapter 18-201 et. seq., adopt the following Certificate of Formation for such limited liability company;

ARTICLE I

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

ARTICLE II

The address of its initial registered office is 615 South DuPont Highway, Dover, Kent County, Delaware 19901. The registered agent at such address is Capital Services, Inc.

ARTICLE III

The period of its duration is perpetual.

This certificate was executed this 16th day of June, 2010.

Scot W. O'Brien
Scot W. O'Brien

**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: JEFF THOMPSON, JR.
Print or Type

Delaware

PAGE 1

The First State


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

4830460 8100

100606533

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

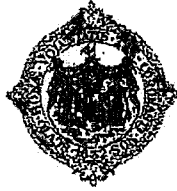



Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8026127

DATE: 06-01-10

State of Maryland
Department of
Assessments and Taxation

Charter Division



Martin O'Malley
Governor

C. John Sullivan, Jr.
Director

Paul B. Anderson
Administrator

Date: 09/21/2010

COMPLETE CORPORATE SOLUTIONS, LLC
STE B
3361 FOXTAIL LANE
GLEN ROCK PA 17327

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : AMBIT NORTHEAST, LLC
DEPARTMENT ID : Z13599030
TYPE OF REQUEST : AMENDMENT / NAME CHANGE
DATE FILED : 09-20-2010
TIME FILED : 03:12 PM
RECORDING FEE : \$100.00
EXPEDITED FEE : \$50.00
FILING NUMBER : 1000362000454985
CUSTOMER ID : 0002483118
WORK ORDER NUMBER : 0003699698

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

Charter Division
Baltimore Metro Area (410) 767-1350
Outside Metro Area (888) 246-5941

EFFECTIVE DATE: 09-20-2010
STATE OF FORMATION: DELAWARE
PRINCIPAL OFFICE: 615 SOUTH DUPONT HIGHWAY
DOVER DE 19903
RESIDENT AGENT: CAPITOL CORPORATE SERVICES, INC.
11140 ROCKVILLE PIKE
SUITE 570
ROCKVILLE MD 20852

COMMENTS:

THIS AMENDMENT RECORD INDICATES THE NAME CHANGE
FROM: AMBIT MARYLAND, LLC.
TO: AMBIT NORTHEAST, LLC.

CONFIDENTIAL

COMPANY AGREEMENT
OF
AMBIT MARYLAND, LLC

This Company Agreement of Ambit Maryland, LLC (the "Agreement") is entered into by Ambit Energy Holdings, LLC, a Texas limited liability company ("Ambit Energy Holdings") as the sole member, and Ambit Maryland, LLC, a Delaware limited liability company, as the company (the "Company").

Article I
Formation

1.1 **Formation.** The Certificate of Formation of Ambit Maryland, LLC dated May 28, 2010 (the "Certificate") was filed with the Delaware Secretary of State. Upon the filing of the Certificate, the Company was established as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act (the "Act").

1.2 **Office Address; Registered Office and Agent.** The principal place of business and the principal office of the Company will be 1801 N. Lamar Street, Suite 200, Dallas, Texas 75202, or at such other place as is determined by the Managing Member (defined below). The registered office of the Company shall be at 615 South DuPont Highway, Dover, Delaware 19901, and the registered agent will be Capitol Corporate Services, Inc.

1.3 **Characterization.** For federal income tax purposes, the Company shall be characterized as an association taxable as a partnership if there is more than one Member (defined below) (as determined for federal income tax purposes), otherwise it will be disregarded. However, for state law purposes, the Company shall not be characterized as, nor treated as, a partnership (nor disregarded), nor shall any Member be characterized as, nor treated as, a partner. The Managing Member shall operate the Company in a manner consistent with such characterizations and no Member shall take any act, or fail to take any act, which is not consistent with such characterizations.

Article II
Name, Purpose and Term

2.1 **Company Name.** The business of the Company shall be conducted under the name "Ambit Maryland, LLC," "Ambit," "Ambit Energy" or any other name determined appropriate by the Managing Member.

2.2 **Purpose.** The principal purpose of the Company will be retail energy and electricity, and to conduct any and all related businesses under the Act.

2.3 **Term.** The term of the Company shall be perpetual unless earlier dissolved and liquidated as provided in this Agreement or the Certificate.

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Article III Capital Contributions

3.1 **Capital Contributions.** Upon the filing of the Certificate, Ambit Energy Holdings contributed certain assets to the Company in exchange for its Interest (defined below) in the amount set forth in its books and records. No interest shall be paid by the Company by reason of any capital contribution made by a Member, whether consisting of property, services or cash.

3.2 **Additional Contributions.** No Member shall be required to make any additional capital contributions to the Company. The Managing Member may, however, accept capital contributions from the Members from time to time as he determines appropriate.

3.3 **Capital Accounts.** For such periods of time that the Company is taxed as a partnership for federal income tax purposes, the Company shall establish and maintain a capital account ("Capital Account") for each Member in accordance with Section 704(b) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.704-1(b)(2)(iv).

Article IV Members

4.1 **Initial Members.** A Member (herein so called) shall mean an individual, organization or entity (a "Person") that has been admitted as, and continues as, a member of the Company. The initial Member of the Company is Ambit Energy Holdings.

4.2 **Member Interests.** The Member's percentage interests in the income, gains, losses, deductions, voting rights and distributions, as may be affected by the terms of this Agreement are referred to in this Agreement as "Interests." Initially, Ambit Energy Holdings has a 100% Interest.

4.3 **Liability.** No Member shall be bound by, or personally liable for, obligations or liabilities of the Company beyond the amount of his or her required contributions to the capital of the Company, and no Member shall be required to contribute any capital to the Company in excess of the contributions for which he or she is personally liable under Article III.

4.4 **Management.** No Member, other than the Managing Member, shall participate in the operation or management of the business of the Company.

4.5 **Annual Meeting.** If requested in writing by Members holding a majority of the Interests, an annual meeting of the Members, commencing in calendar year 2011, shall be held at the office of the Company, or such other place as determined by the Managing Member, on a date to be determined by the Managing Member. At such meeting the Members shall transact such business as may properly be brought before the meeting.

4.6 **Special Meetings.** Special meetings of the Members, for any purpose or

CONFIDENTIAL

purposes, unless otherwise prescribed by statute, the Certificate or this Agreement, may be called by the holders of at least ten percent (10%) of all Interests entitled to vote at such meetings. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

4.7 Notice. Written or printed notice stating the place, day and hour of a meeting of Members, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days or, in the event of a merger or consolidation, not less than twenty (20) days, nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the individual calling the meeting, to each Member entitled to vote at the meeting.

4.8 Quorum. At each meeting the holders of a majority of the Interests issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be required and shall constitute a quorum of the Members for the transaction of business, unless a smaller percentage is otherwise provided by statute, the Certificate or this Agreement, but in no event shall a quorum consist of the holders of less than one-third of the Interests entitled to vote at such a meeting. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

4.9 Voting by Members. With respect to any matter other than a matter for which the affirmative vote of the holders of a specified portion of the Interests entitled to vote is required by the Act or this Agreement, the affirmative vote of the holders of a majority of the Interests represented in person or by proxy at a meeting of Members at which a quorum is present shall be the act of the Members.

4.10 Voting Procedure. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, by proxy appointed by an instrument in writing subscribed by such Member, or by his or her duly authorized attorney-in-fact. No form of proxy or power of attorney bearing a date more than eleven (11) months prior to said meeting shall be valid, unless said instrument provides for a longer period. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Such proxy shall be filed with the Secretary of the Company prior to or at the time of the meeting.

4.11 Action Without Meeting; Telephone Meetings.

(a) Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of Interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all Interests entitled to

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vote on the action were present and voted.

(b) Subject to applicable notice provisions and unless otherwise restricted by the Certificate, Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting, except where an individual's participation is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Article V Management

5.1 Powers and Duties. Ambit Energy Holdings is designated the Managing Member of the Company. The Managing Member shall be solely responsible for the operation and management of the business of the Company, and, except as otherwise expressly provided in this Agreement, shall possess all rights and powers generally conferred by applicable law or deemed by the Managing Member as necessary, advisable or consistent in connection therewith. Specifically, the Managing Member shall have the power to do all things and perform all acts necessary or appropriate for successful accomplishment of the business purposes outlined in Section 2.2, including, without limitation: (i) to acquire, own, lease and sell real and personal property on behalf of the Company and any entity in which it holds a direct or indirect ownership interest (a "Subsidiary"), (ii) to obtain any and all financing of the Company and its Subsidiaries, whether interim, permanent or otherwise, including loans from Members and affiliates, (iii) to replace, repair, sell or otherwise dispose of the assets of the Company and its Subsidiaries, or any portion of them, (iv) to cause the Company and its Subsidiaries to enter into contracts approved by the Managing Member in its sole discretion, and (v) to negotiate, execute and deliver all documents in conjunction with the accomplishment of any of the foregoing.

5.2 Compensation of Managing Member. Unless otherwise approved by a majority in interest of the Members, the Managing Member shall not be entitled to receive any compensation for the services it performs for the Company. The Managing Member shall be reimbursed for actual expenditures incurred in the administration of the Company's business.

5.3 Third Party Reliance. The Managing Member has full, complete and absolute authority over the Company's affairs. Any Person dealing with the Company shall rely completely and exclusively upon the authority of the Managing Member and shall accept any document, agreement, check or other instrument executed by the Managing Member on behalf of the Company as authorized under this Agreement.

5.4 Indemnification and Advance of Expenses.

(a) The Company shall indemnify and/or advance expenses to a Person who was, is, or is threatened to be made a named defendant or respondent in a legal proceeding because the Person (i) is or was a Member, a Managing Member, or an officer

CONFIDENTIAL

of the Company, or (ii) is or was serving at the request of the Company as a member, managing member, or officer of another Person, even if such indemnity or expenses are attributable to such Person's own negligence, to the fullest extent provided by the Delaware General Corporation Law ("GCL") regarding a corporation's indemnification of its directors and officers, in addition to any rights to which such Persons may otherwise be entitled to indemnification by contract or as a matter of law; provided, however, however, that any indemnification rights under the GCL shall be modified in the following respects as applied to the Company:

(i) Indemnification of any Person who has satisfied the standard of conduct set forth in the GCL shall be mandatory rather than optional.

(ii) Advance of expenses to a Person who has satisfied the requirements of the GCL shall be mandatory rather than optional.

(iii) Payment or reimbursement of expenses to a Person in connection with his appearance as a witness or other participation in a proceeding shall be mandatory rather than optional.

(b) The Company may purchase and maintain insurance or other arrangements on behalf of any Person who is or was a Member, Managing Member, or officer against any liability asserted against him or incurred by him in such a capacity or arising out of his status as such a Person, whether or not the Company would have the power to indemnify him against that liability under this Section 5.4 or otherwise.

(c) The indemnification set forth in this Section 5.4 shall not cause the Members, Managing Member or officers to incur any personal liability to any third party.

5.5 Tax Matters Partner. The Managing Member is designated the "tax matters partner" of the Company and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities.

5.6 Officers. The Managing Member may, at anytime in its discretion, designate individuals to serve as officers of the Company. Any individual serving as an officer of the Company shall have such title, authority, duties and responsibilities as determined by the Managing Member in its sole discretion. Each and every officer of the Company shall be indemnified by the Company to the extent permitted by law, but under no circumstances shall the indemnity be lesser in scope than that provided for officers of the Company under its organizational documents, nor the Managing Member under Section 5.4. Unless otherwise modified by the Managing Member, the following officers shall have the following scope of authority:

(a) President. The President shall be the chief executive officer of the Company and, subject to the provisions of this Agreement, shall have general supervision

CONFIDENTIAL

of the affairs of the Company and shall have general and active control of all its business. The President shall have general authority to execute bonds, deeds and contracts in the name of the Company; to cause the employment or appointment of such employees and agents of the Company as the proper conduct of operations may require, and to fix their compensation, subject to the provisions of this Agreement; to remove or suspend any employee or agent who shall have been employed or appointed under his authority or under authority of an officer subordinate to him; to suspend for cause, pending final action by the authority which shall have elected or appointed him, any officer subordinate to the President; and, in general, to exercise all the powers and authority usually appertaining to the chief executive officer of a corporation, except as otherwise provided in this Agreement.

(b) Vice President. Each Vice President shall have only such powers and perform only such duties as the Managing Member may from time to time prescribe or as the President may from time to time delegate to such Vice President.

(c) Secretary. The Secretary shall attend all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the President under whose supervision the Secretary shall be.

(d) Treasurer. The Treasurer, if any, shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managing Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Managing Member, taking proper vouchers for such disbursements, and shall render to the President and the Managing Member, at the regular meetings of the Members, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Company, and shall perform such other duties as the Managing Member may prescribe. If required by the Managing Member, the Treasurer shall give the Company a bond in such form in such sum, and with surety or sureties as shall be satisfactory to the Managing Member for the faithful performance of the duties of such office and for the restoration to the Company, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Company.

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Article VI Income, Loss and Distributions

6.1 **Accounting Records.** The Company shall keep books and records in accordance with accepted accounting principles. The books and records shall be open for inspection and copying by any Member. The fiscal year of the Company shall be as determined by the Managing Member.

6.2 **Profits and Losses.** All income, gains, losses and deductions of the Company shall be allocated, for financial accounting and tax purposes, among the Members pro rata in accordance with their Interests.

6.3 **Distributions to Members.** All distributions of cash or property of the Company to the Members shall be made to the Members pro rata in accordance with their Interests.

6.4 **Limitations on Allocations.** Notwithstanding the provisions contained in Sections 6.2 and 6.3 of this Agreement, during such periods of time that the Company is taxed as a partnership for federal income tax purposes, should any provision conflict with the provisions contained in Treasury Regulations §1.704-1(b)(2)(iv), the provisions of said Treasury Regulations shall apply so as to cause the Company's provisions relating to allocations and distributions to be in compliance with such Treasury Regulations.

Article VII Transfer of Interests

7.1 **General Prohibition.** No Member may sell, assign, transfer, encumber or otherwise dispose of its Interest (a "Transfer"), or any part thereof, without the prior written consent of the other Members.

7.2 **Effect of Article.** Any purported Transfer of an Interest consummated in violation of this Article shall be null and void and of no force or effect. Any transferee acquiring an interest in the Company shall acquire the same subject to all the terms and provisions of this Agreement.

Article VIII Dissolution and Liquidation

8.1 **Dissolution.** The Company shall dissolve upon the expiration of its term as set forth in the Certificate, or if sooner upon the happening of one of the following events: (a) a decision by the Managing Member that dissolution of the Company would be in its best interest; (b) the death, expulsion, withdrawal, dissolution or bankruptcy of any Member, or (c) the sale or other disposition of all or substantially all of the assets and operations of the Company, and the receipt of all payments with respect to such sale.

8.2 **Winding Up.** Upon dissolution, the Managing Member shall proceed diligently to

CONFIDENTIAL

wind up the business and affairs of the Company, allocate income and loss among the Members and distribute its properties and assets, if any; provided, however, if the Company dissolves as a result of the occurrence of an event described in Section 8.1(b), the Company can reconstitute itself and continue if all of the remaining Members so approve. Distributions to Members upon the liquidation of the Company shall be made pro rata among the Members in accordance with the Members' Interests. If at the time of liquidation the Company is taxed as a partnership for federal income tax purposes, then items of income, gain, loss and deduction in the year of liquidation shall be allocated among the Members in such manner as the Managing Member determines appropriate to cause the Capital Account balances of the Members to equal the respective amounts they are to receive in distributions upon liquidation of the Company.

8.3 Deficit Capital Account Balances. Upon liquidation of the Company, no Member with a deficit balance in its Capital Account shall have any obligation to restore such deficit balance, or to make any contribution to the capital of the Company, except to the extent such Member is personally liable to make contributions to the capital of the Company pursuant to Article III of this Agreement.

Article IX Miscellaneous

9.1 Amendments. This Agreement may only be amended or restated by an instrument executed by all Members.

9.2 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

9.3 Successors and Assigns. The provisions of this Agreement, including any amendments hereto, shall be binding upon and shall inure to the benefit of the Members and their respective beneficiaries, legal representatives, successors and assigns.

9.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

9.5 NOTICE OF INDEMNIFICATION. THE MEMBERS ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS CERTAIN INDEMNIFICATION PROVISIONS PURSUANT TO SECTION 5.4.

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This Agreement was executed this 28 day of May, 2010, but it is effective for all purposes as of the date the Certificate was filed with the Delaware Secretary of State.

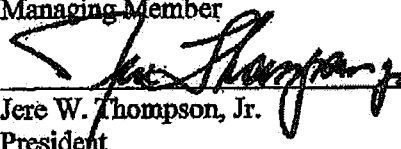
THE COMPANY:

AMBIT MARYLAND, LLC
a Delaware limited liability company

By: Ambit Energy Holdings, LLC
Its: Managing Member

By: Ambit Holdings, LLC
Its: Managing Member

By: Ambit Systems, Inc.
Its: Managing Member

By: 
Jere W. Thompson, Jr.
Its: President

MEMBER:

AMBIT ENERGY HOLDINGS, LLC
a Texas limited liability company

By: Ambit Holdings, LLC
Its: Managing Member

By: Ambit Systems, Inc.
Its: Managing Member

By: 
Jere W. Thompson, Jr.
Its: President

Exhibit A-18

Secretary of State Registration

Provide evidence that the applicant is currently registered with the Ohio Secretary of State.

Attached is a copy of the Secretary of State provided Certificate of Registration for Ambit Northeast, LLC.

201516220124

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/11/2015	201516220124	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	300.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

AMBIT NORTHEAST, LLC
PATRICIA ZACHARIE
1801 N. LAMAR STREET, STE 600
DALLAS, TX 75202

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2400631

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AMBIT NORTHEAST, LLC

and, that said business records show the filing and recording of:

Document(s):
REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):
201516220124

Effective Date: **06/11/2015**



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
11th day of June, A.D. 2015.

Jon Husted

Ohio Secretary of State



Form 533B Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3453)
Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)
P.O. Box 1360
Columbus, OH 43216

Registration of a Foreign Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

- (1) ☒ Registration of a Foreign For-Profit Limited Liability Company
(106-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

- (2) ☐ Registration of a Foreign Nonprofit Limited Liability Company
(106-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

Capitol Corporate Services, Inc

Name

4565 Mayfield Rd. Ste 204

Mailing Address

Cleveland

City

Ohio

State

44121

ZIP Code

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the ~~requisite~~ authority to execute this document.

Required

Must be signed by an authorized representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show AMBIT NORTHEAST, LLC, a Delaware For Profit Limited Liability Company, Registration Number 2400631, filed on June 11, 2015, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 11th day of June, A.D. 2015.*

A handwritten signature in black ink that reads "Jon Husted".

Ohio Secretary of State

Validation Number: 201516220379

Exhibit B-1

Jurisdictions of Operation

Provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.

Ambit Energy Holdings, LLC and its subsidiaries (“Ambit Energy”) currently conduct retail energy supply operations in the following jurisdictions:

<u>Affiliate</u>	<u>State</u>	<u>License No.</u>
Ambit Northeast, LLC	Maryland	IR-1992
	Pennsylvania	A-2010-2190276
	New Jersey	ESL-0111
	Connecticut	11-06-15
	Delaware	13-21
	Massachusetts	GS-045
	New Hampshire	DM-14005
	District of Columbia	EA 11-31-6
	Virginia	G-39
	Illinois	N/A
	Rhode Island	D-96-6-(PS)
	Maine	Docket 2014-00184
	Michigan	Case U-17647
Ambit Texas, LLC	Texas	10117
Ambit New York, LLC	New York	N/A
Ambit California, LLC	California	N/A

Exhibit B-2

Experience and Plans

Provide a current description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Ambit Northeast, LLC possesses sufficient managerial capabilities to serve residential and small commercial customers, as is evidenced by the vast number of Ambit personnel who have managerial experience with enterprise financial and administration responsibilities as well as natural gas sales experience.

Ambit Energy Holdings, LLC's ("Ambit Energy") management team is made up of seasoned executives with over seventy (70) years of combined experience in deregulated utility markets, serving both energy (natural gas and electricity) and telecommunications end user residential and small commercial customers.

Ambit Energy certifies that it will adhere to the Minimum Service Requirements pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Retail Operations

Ambit Energy currently serves more than 1,000,000 residential and small commercial customers in its combined service territories and possesses the required infrastructure to support its proposed Ohio effort, including but not limited to fully matured and proven processes, people, and infrastructure.

Ambit Energy will contract primarily through internet-based gas service agreements and will offer variable and/or fixed price products to its customer base. Ambit Energy will use traditional marketing methods to acquire customers including advertisement, network marketing, and telesales for the acquisition of residential and/or small commercial customers, but will prohibit door-to-door sales and telemarketing. Instead, Ambit Energy will encourage word of mouth by friends, relatives, co-workers, and neighbors.

Customer Enrollment Procedures and Customer Contracts

Ambit Energy adheres to strict quality assurance protocols, utilizing proven procedures and technologies designed to validate each and every order in an automated yet clearly documented fashion. Every order that is entered into Ambit Energy's patented customer management system, BlueNet, is first verified by a voice recording system. Customers who contact Ambit Energy's Customer Care Center to enroll will have the terms of service and contract information fully explained to them at the time of the call. Prior to disconnecting, an Ambit Customer Care representative will confirm the customer's choice to switch to Ambit. The telephone recording will be retained for one year after the termination or expiration of the customer's contract.

Within one business day, a written copy of the contract will be sent to the customer. This contract will fully explain the terms and conditions the customer agreed to during the enrollment call and will explain the seven day rescission period, in case the customer wishes to cancel.

In the event a customer contracts online, following the customer's enrollment, an Ambit Customer Care Representative will contact the customer and in a recorded call, will verify the customer's choice. A customer's service will not be switched without Ambit's prior acquisition of a recorded call of the customer's approval. All such calls will be retained for one year after the customer's contract expiration or termination.

Customer Information Management and Confidentiality

Ambit Energy considers customer information of the utmost importance and strictly controls any and all information submitted by customers. A Customer who enrolls online for Ambit Energy service will enter a secured and encrypted online enrollment website maintained by Ambit Energy. A Customer who enrolls over the phone by calling Ambit Energy's corporate office Customer Support toll-free number will have an Ambit Energy customer service representative input their information directly into Ambit Energy's secured and encrypted billing and records system. Ambit Energy will not provide or make available to anyone outside the organization confidential customer information it receives from the Customer.

During online enrollment, Customer information will be obtained from the Customer under a secure (HTTPS) protocol. The HTTPS protocol is provided through a Customer facing portal. The Customer facing portal transmits data to Ambit Energy by encrypting all confidential Customer information, including credit card or banking information, credit scores, social security numbers, and date of birth using 256 bit AES encryption. Once in our systems, Ambit Energy will store confidential information internally using a 256 bit AES encryption, but with a different key than the one we share with the Customer facing portal. Outside parties are unable to access or retrieve confidential Customer information from Ambit Energy.

Billing

Ambit Energy will utilize the consolidated (single bill) services offered by the incumbent local delivery providers in each respective service territory, backed by an executed Consolidated Billing Agreement with each respective provider. Ambit Energy, in most cases will be responsible for sending a corresponding EDI transaction to the billing agency which will include customer identifier, bill rate, sales tax rate, and other ancillary charges that may be incurred. Any billing inquiries will be handled by both Ambit Energy and the incumbent provider concurrently, as Ambit's customer support number will be listed on the customer's bill under the supply section.

Customer payments will be remitted directly to the incumbent provider in total, and the supply portion of payments collected will be remitted to Ambit Energy under the respective Consolidated Billing Agreement.

Under this Consolidated Billing Arrangement, customers will receive a clear, concise bill which will display the following:

- Price disclosure and disclosures of total billing units for the billing period and historical annual usage.
- To the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy.
- Identification of the supplier of each service.
- Statement of where and how payment may be made and provision of a toll-free or local customer assistance and complaint number for the retail natural gas supplier or governmental aggregator, as well as a consumer assistance telephone number or numbers for state agencies, such as the commission, the office of the consumers' counsel, and the attorney general's office, with the available hours noted.
- Highlighted and clear explanation on each customer bill, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service.

Customer Care – Inquiries and Complaints

Ambit Energy's corporate headquarters in downtown Dallas, Texas has an in-house customer service department in Plano, Texas that handles all incoming calls from its customers. The customer service department handles customer service calls between the hours of between 8:00 a.m. to 6:00 p.m., Monday through Friday, and Saturday between 10:00 a.m. and 5:00 p.m. Central Standard Time. Call center representatives are managed and monitored on a daily basis by experienced managers. If a customer service representative is unable to resolve a complaint, the call is escalated to a manager who either will resolve the complaint or forward the complaint to one of our senior staff members for further review and resolution.

Ambit Energy will respond to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4949.22 of the revised code and contained in Chapter 4901:1-29 of the Ohio Administrative Code as follows, which will be included in all customer contracts:

In the event of a billing dispute, disagreement, or questions, the customer can contact Ambit Energy's Customer Care Center at 1-877-282-6248 M-F 8:00 AM to 6:00 PM, Monday through Friday, and Saturday between 10:00 a.m. and 5:00 p.m. Central Standard Time, or customers may send a letter to Ambit Energy at PO BOX 864589, Plano, TX 75086. If the parties involved are unable to come to a resolution regarding disputes or issues, the customer may call the Public Utilities Commission of Ohio ("PUCO") toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 AM to 5:00 PM weekdays, or can visit the PUCO website at www.puco.ohio.gov. Residential customers may call the Ohio consumers' counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or may visit the OCC website at www.pickocc.org.

Exhibit B-3

Summary of Experience

Provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).

Ambit Energy currently serves more than 800,000 residential and small commercial customers in the ERCOT electricity market, the New York natural gas and electricity markets, the Illinois natural gas and electricity markets, the Pennsylvania electricity market, the Maryland gas and electricity markets, as well as the New Jersey gas and electricity markets.

Ambit Energy's employees and retained consultants provide more than fifty (50) years of natural gas procurement and sales (marketing) experience and over twenty (20) years working within the confines of North American Energy Standard Board (NAESB) contracting guidelines and standards of conduct.

In support of Ambit's natural gas supply operations, Ambit has procured, transported, and delivered more than 28 million decatherms its gas customers (including all gas markets) during 2014, from its primary wholesale gas and energy supplier, Shell Energy North America.

Exhibit B-4

Disclosure of Liabilities and Investigations

Provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

Neither Ambit Northeast, LLC, Ambit Energy Holdings, LLC, or any of its subsidiaries have any existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

Exhibit B-5

Disclosure of Consumer Protection Violations

Disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

Not applicable.

Exhibit B-6

Disclosure of Certification Denial, Curtailment, Suspension, or Revocation

Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

Not applicable.

Exhibit C-1

Annual Reports

Provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.

As a privately held limited liability company, neither Ambit Northeast, LLC or Ambit Energy Holdings, LLC or any of its subsidiaries produce Annual Reports to Shareholders.

Exhibit C-2

SEC Filings

Provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 whether the applicant is not required to file with the SEC and why.

As a privately held limited liability company with no publicly traded securities, neither Ambit Northeast, LLC or any of its subsidiaries are required to make any filings to the SEC.

Exhibit C-3

Financial Statements

Provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer-certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer-certified financial statements covering the life of the business.

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

Exhibit C-4

Financial Arrangements

Provide copies of the applicant's current financial arrangements to conduct competitive retail natural gas service (CRNGS) as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)

The requested documents contain confidential and proprietary information. Copies will be submitted under a Protective Order and submitted under separate cover.

Exhibit C-5

Forecasted Financial Statements

Provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

This document contains confidential and proprietary information. Please see previously attached copies of its redacted Financial Statement. Any further information will be produced upon request and under a Protective Order

Exhibit C-6 and C-7

Credit Rating and Credit Report

Provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.

Neither Ambit Energy nor any of its affiliates are rated by Duff & Phelps, Fitch IBCA, Moody's Investors Service, or Standard & Poors. However, attached for review is a redacted copy of its Dun and Bradstreet Report. A complete copy may be submitted under separate cover pursuant to a Protective Order



Ambit Energy Holdings, Llc

DUNS: 60-479-2791

Dashboard

Company Info

1801 N Lamar St Ste 200
Dallas, TX 75202

Phone: (214) 461-4736

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Supplier Eval. Risk Rating	Credit Limit Rec.	DandB Rating
Score	Score	Class	Score	Class	Rating	Recommendation	Rating
76 ▲	579 ▼	2	1473 ▲	3	1 ▼	\$1000K	1R3

Recent Alerts

INQUIRY 04/26/15 **1 New Inquiry**

INQUIRY 04/19/15

1 New Inquiry

SCORE 04/13/15 **Financial Stress Score Declined**

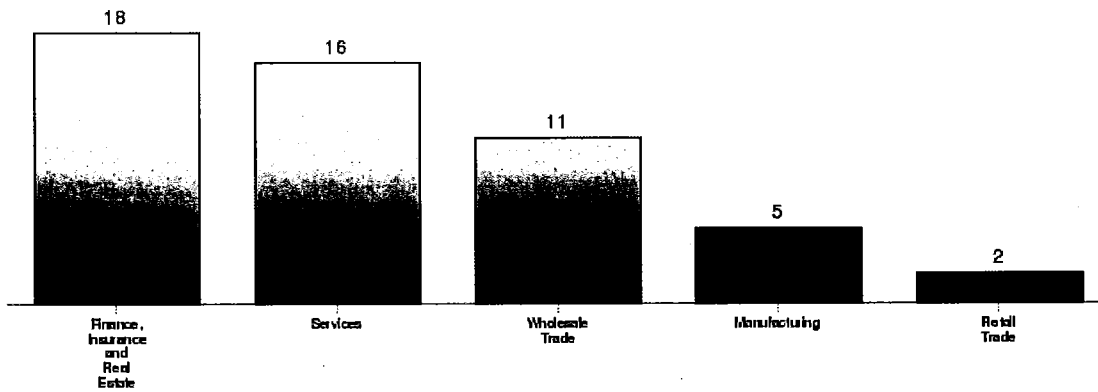
SCORE 04/11/15 **Paydex Score Improved**

Inquiries

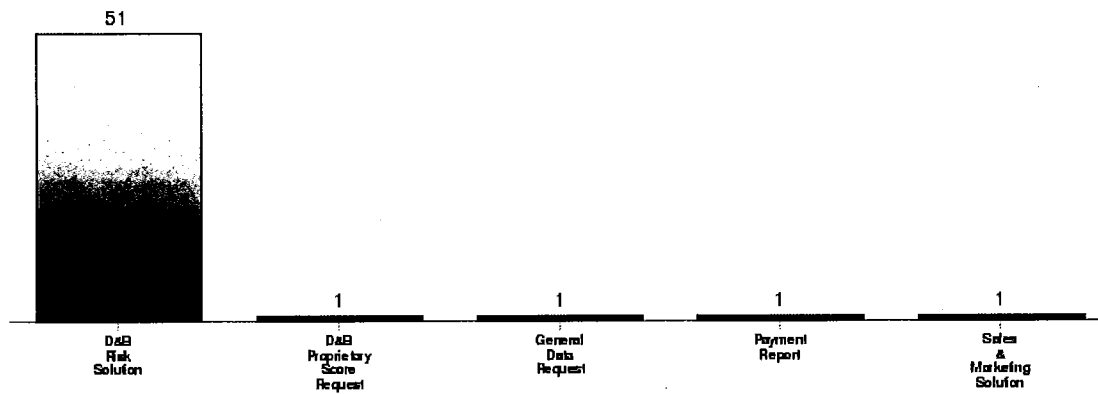
Most Recent

Date	SIC / Sector	Report type
04/23/15	Finance, Insurance and Real Estate	D&B Risk Solution
04/16/15	Services	D&B Risk Solution
04/08/15	Services	D&B Risk Solution
04/07/15	Services	D&B Risk Solution
04/06/15	Finance, Insurance and Real Estate	D&B Risk Solution

Top 5 Inquiries by SIC / Sector (12 Months)



Top 5 Inquiries by Report Type (12 Months)



Scores

PAYDEX®

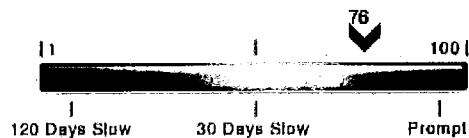
76



3 Month PAYDEX®

80

6 days beyond terms



Understanding My Score

The D&B PAYDEX® is a unique, dollar weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.

Recent Payments

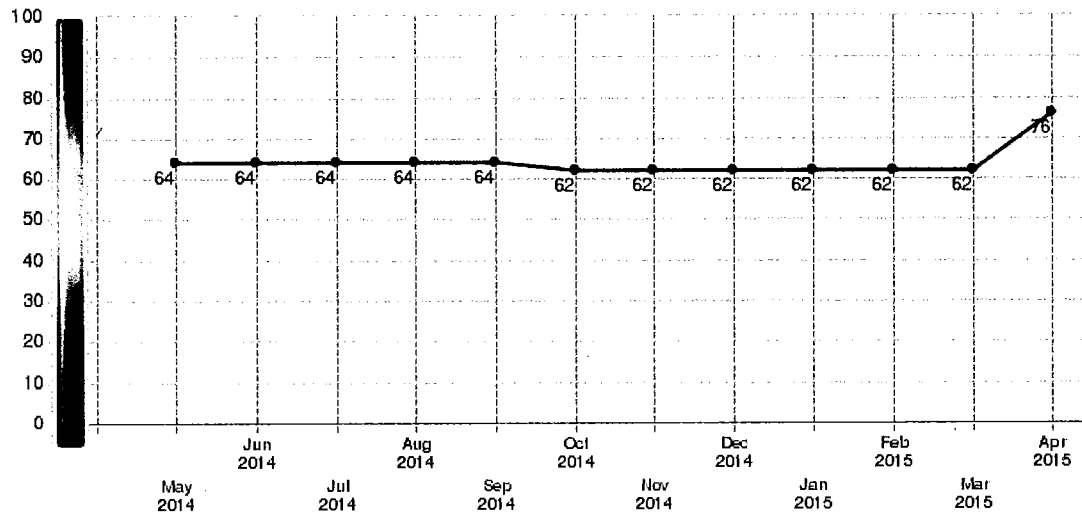
Total (Last 12 Months): 27

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2015	(001)	\$50	\$0	\$0	N30	1 mo
02/2015	Ppt	\$100,000	\$2,500	--	Lease Agreeemnt	--
02/2015	Ppt	\$1,000	\$0	\$0	--	4-5 mos
09/2014	Ppt-Slow 15	\$100	\$100	\$0	--	1 mo
07/2014	Ppt	\$50	--	--	--	1 mo

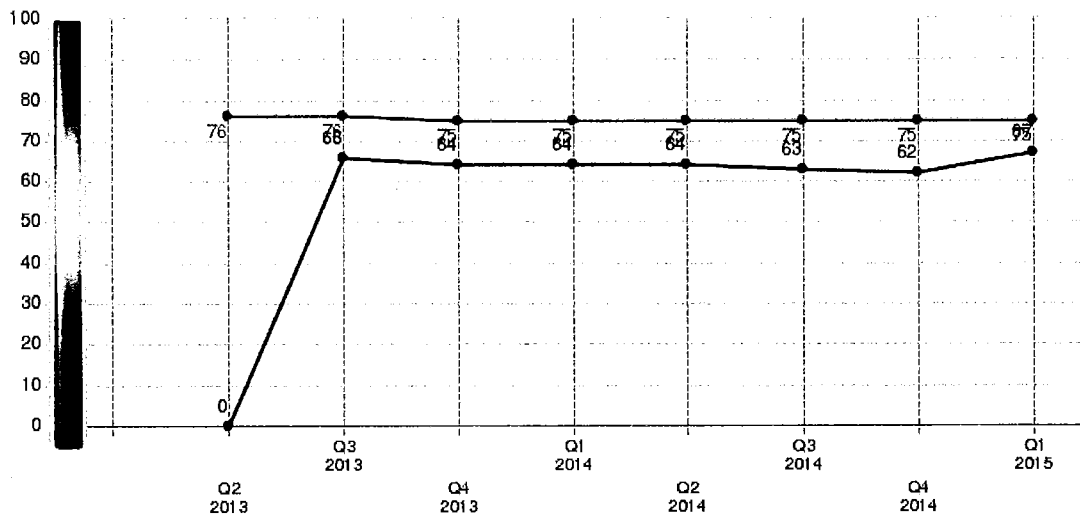
Key

PAYDEX®	Payment Practices	PAYDEX®	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trends



Industry Comparison



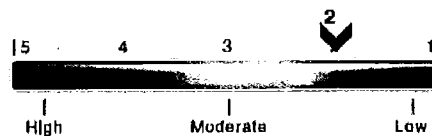
- My Company (76)
- Industry Median: (75)

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 76, or equal to 6 days beyond terms
- The present industry median score is 75, or equal to 8 days beyond terms.

Delinquency Predictor Score

Score **579 ▼** Class **2** Percentile **90%**



Moderate risk of severe payment delinquency over next 12 months

Understanding My Score

The D&B Delinquency Predictor (formerly the Commercial Credit Score) predicts the likelihood that a company will pay in a severely delinquent manner (91+ days past term) over the next 12 months, seek legal relief from creditors, or cease operations without paying all creditors in full over the next 12 months based on the information in D&B's database. A severely delinquent firm is defined as a business with at least 10% of its dollars 91+ days slow.

Incidence of Delinquent Payment:

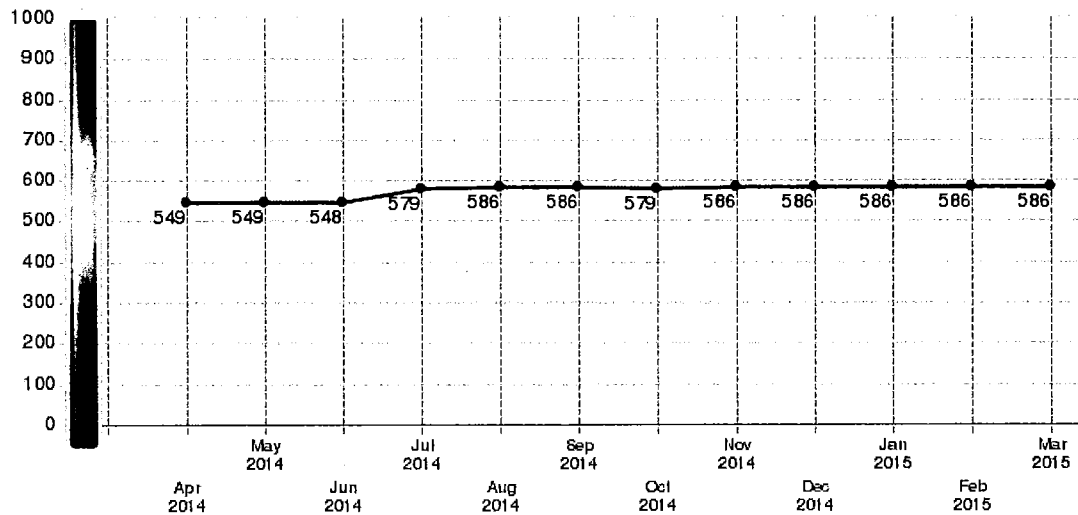
Among Companies with this Classification: **2.50%**

Factors Affecting Your Score:

- Limited time under present management control
- Evidence of open suits
- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months

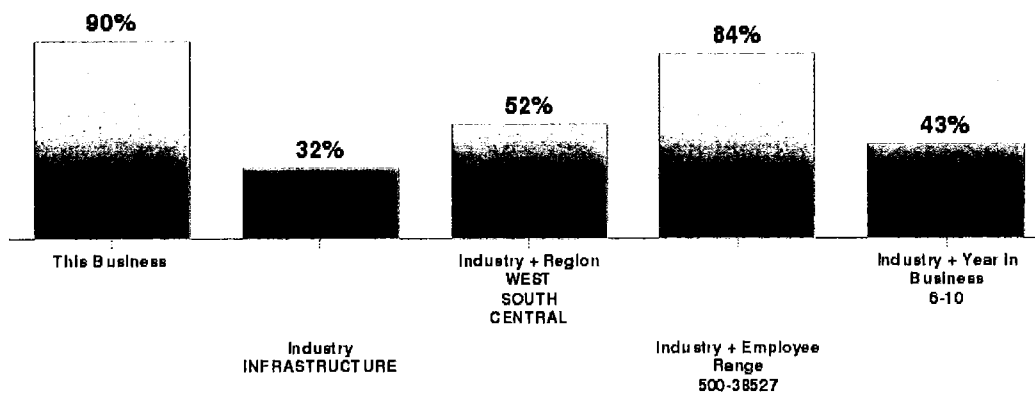
Risk Class	% of Businesses within this Class	Percentile	Score
1	10%	91-100	580-670
2	20%	71-90	530-579
3	40%	31-70	481-529
4	20%	11-30	453-480
5	10%	1-10	101-452

Trends - Scores, 12 Month



• My Company (579)

Industry Comparison



This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score

Score

Class

Nat'l %

1473 ▼ 3 48%



Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months

Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: 0.24 (84 per 10000)

Factors Affecting Your Score:

Composite credit appraisal is rated fair.

UCC Filings reported.

High number of inquiries to D&B over last 12 months.

Unstable Paydex over last 12 months.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

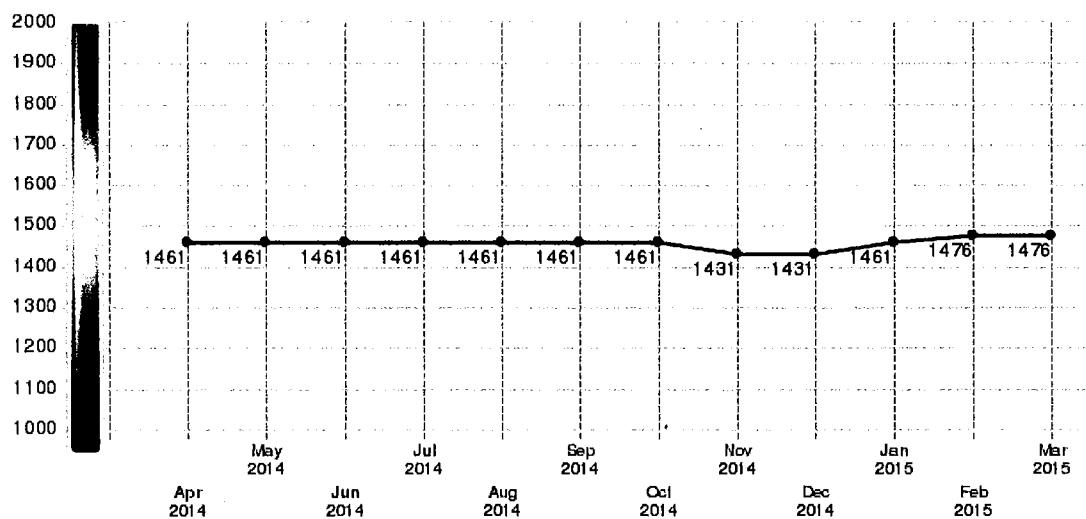
Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

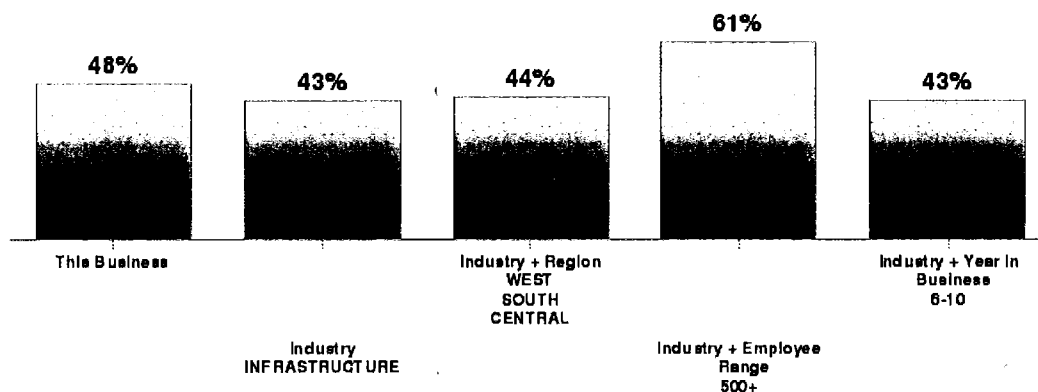
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	6.0%
1510-1569	2	69-94	10.6%
1450-1509	3	34-68	18.4%
1340-1449	4	2-33	31.5%
1001-1339	5	1	70.0%

Trends - Scores, 12 Month



• My Company (1,473)

Industry Comparison

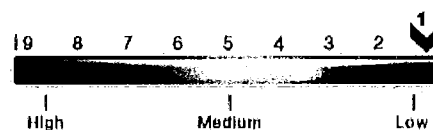


Based on payments collected over the last 4 quarters.

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Supplier Evaluation Risk Rating

1 ▼



Low risk of supplier experiencing severe financial stress over the next 12 months.

Understanding My Score

The Supplier Evaluation Risk (SER) Rating predicts the likelihood that a supplier will cease

business operations or become inactive over the next 12 month period based on the depth of predictive data attributes available on the business. The SER Rating scoring system uses statistical probabilities to classify public and private companies into a 1-9 risk rating, where 1 represents low risk and 9 represents high risk.

Factors Affecting This Company's Score:

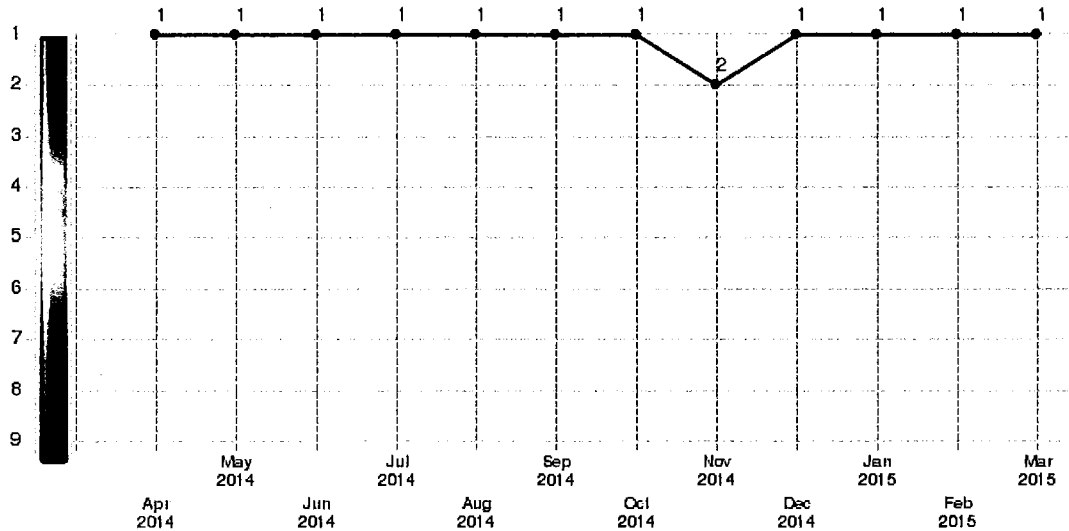
Higher risk industry based on inactive rate for this industry

Limited time under present management control

Proportion of past due balances to total amount owing

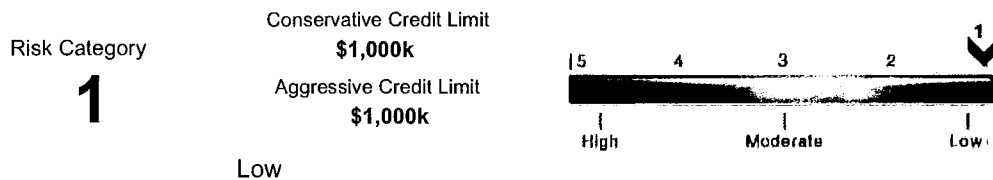
Proportion of slow payment experiences to total number of payment experiences reported

Trends



• My Company (1)

Credit Limit Recommendation



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

Rating
1R3

Number of employees: **1R** indicates 10 or more employees
Composite Credit Appraisal: **3** is fair

D&B Rating	Date Applied
1R3	2013-08-29

Understanding My Score

Factors Affecting Your Score

of Employees Total: **581 (Undetermined here)**

Payment Activity (based on 27 experiences):

Average High Credit: **\$23,188**

Highest Credit: **\$100,000**

Total Highest Credit: **\$405,050**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Inquiries

12 Month Summary

Over the past 12 months ending 4-2015, 55 individual requests for information on your company were received; this represents a 81.82% increase over the prior 12 month period. The 55 inquiries were made by 40 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 18, or 32.73% came from the Finance, Insurance and Real Estate sector; 16, or 29.09% came from the Services sector; 11, or 20.00% came from the Wholesale Trade sector.

12 Month Total# Inquiries: 55

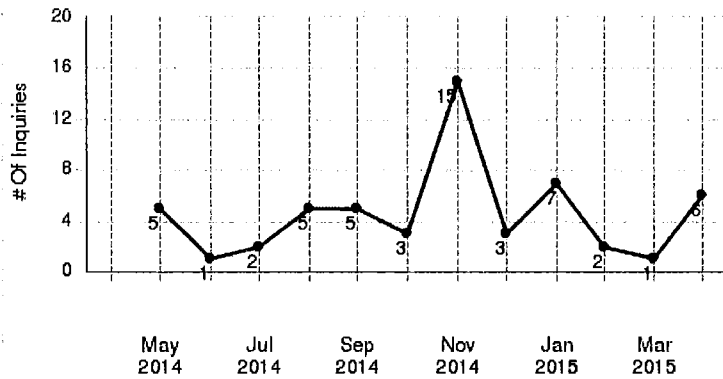
12 Month Unique Customers:40

Date ▼	Report type	SIC / Sector
04/23/15	D&B Risk Solution	Finance, Insurance and Real Estate
04/16/15	D&B Risk Solution	Services
04/08/15	D&B Risk Solution	Services
04/07/15	D&B Risk Solution	Services
04/06/15	D&B Risk Solution	Finance, Insurance and Real Estate
04/01/15	D&B Risk Solution	Finance, Insurance and Real Estate
03/19/15	D&B Risk Solution	Retail Trade
02/26/15	D&B Risk Solution	Services
02/19/15	D&B Risk Solution	Manufacturing
01/31/15	D&B Risk Solution	Services
01/30/15	D&B Risk Solution	Services
01/27/15	D&B Risk Solution	Services
01/22/15	D&B Risk Solution	Services

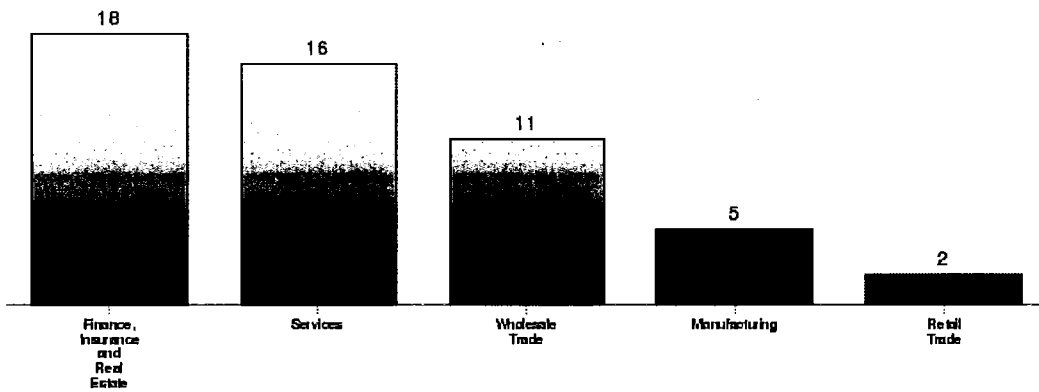
01/20/15	D&B Risk Solution	Services
01/06/15	D&B Risk Solution	Services
01/02/15	D&B Risk Solution	Manufacturing
12/26/14	D&B Risk Solution	Finance, Insurance and Real Estate
12/19/14	D&B Risk Solution	Services
12/16/14	D&B Risk Solution	Retail Trade
11/25/14	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
11/24/14	D&B Proprietary Score Request	Finance, Insurance and Real Estate
11/24/14	D&B Risk Solution	Finance, Insurance and Real Estate
11/24/14	D&B Risk Solution	Finance, Insurance and Real Estate
11/24/14	D&B Risk Solution	Finance, Insurance and Real Estate
11/19/14	D&B Risk Solution	Services
11/17/14	D&B Risk Solution	Finance, Insurance and Real Estate
11/17/14	D&B Risk Solution	Finance, Insurance and Real Estate
11/17/14	D&B Risk Solution	Finance, Insurance and Real Estate
11/13/14	D&B Risk Solution	Wholesale Trade
11/13/14	D&B Risk Solution	Wholesale Trade
11/11/14	D&B Risk Solution	Wholesale Trade
11/10/14	D&B Risk Solution	Wholesale Trade
11/10/14	D&B Risk Solution	Wholesale Trade
11/06/14	D&B Risk Solution	Wholesale Trade
10/30/14	D&B Risk Solution	Wholesale Trade
10/20/14	D&B Risk Solution	Finance, Insurance and Real Estate
10/09/14	D&B Risk Solution	Services
09/16/14	D&B Risk Solution	Manufacturing
09/15/14	D&B Risk Solution	Manufacturing
09/11/14	D&B Risk Solution	Finance, Insurance and Real Estate
09/04/14	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/04/14	D&B Risk Solution	Services
08/27/14	D&B Risk Solution	Services
08/12/14	D&B Risk Solution	Wholesale Trade
08/04/14	D&B Risk Solution	Wholesale Trade
08/04/14	D&B Risk Solution	Wholesale Trade
08/03/14	D&B Risk Solution	Finance, Insurance and Real Estate
07/30/14	D&B Risk Solution	Wholesale Trade
07/25/14	D&B Risk Solution	Services
06/26/14	General Data Request	Finance, Insurance and Real Estate
05/29/14	D&B Risk Solution	Finance, Insurance and Real Estate
05/29/14	Sales & Marketing Solution	Finance, Insurance and Real Estate
05/21/14	Payment Report	Finance, Insurance and Real Estate

05/12/14	D&B Risk Solution	Public Administration
05/01/14	D&B Risk Solution	Manufacturing

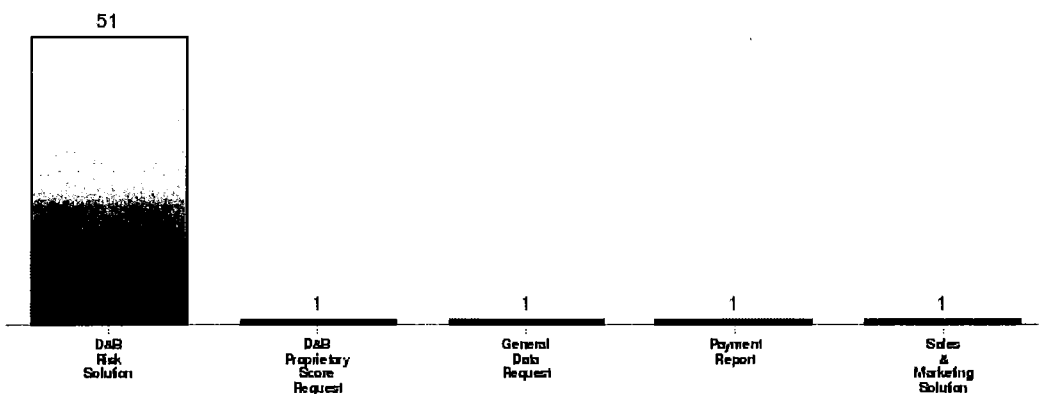
Trends - 12 Month



Top 5 Inquiries by Report Type (12 Months)



Top 5 Report Types Graph(12 Months)



SIC/Sector	May 2014 to Jul 2014	Aug 2014 to Oct 2014	Nov 2014 to Jan 2015	Feb 2015 to Apr 2015	Total Inquiries
Finance, Insurance and Real Estate	4	3	8	3	18
Manufacturing	1	2	1	1	5
Public Administration	1	0	0	0	1
Retail Trade	0	0	1	1	2
Services	1	3	8	4	16
Transportation, Communications, Electric, Gas and Sanitary Services	0	1	1	0	2
Wholesale Trade	1	4	6	0	11

Inquiries by Report Type

Report Type	May 2014 to Jul 2014	Aug 2014 to Oct 2014	Nov 2014 to Jan 2015	Feb 2015 to Apr 2015	Total
D&B Proprietary Score Request	0	0	1	0	1
D&B Risk Solution	5	13	24	9	51
General Data Request	1	0	0	0	1
Payment Report	1	0	0	0	1
Sales & Marketing Solution	1	0	0	0	1

Payments

Currency: Shown In USD unless otherwise Indicated

Payments Summary

Current 76 Equal to 6 days beyond terms
PAYDEX®:
Industry Median: 75 Equal to 8 DAYS BEYOND terms
Payment Trend: ▲ Up, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 27
Payments Within Terms (not dollar weighted): 94
Total Placed For Collection: NA
Average Highest Credit: 23,188
Largest High Credit: 100,000
Highest Now Owing: 35,000
Highest Past Due: 20,000

Payments Beyond Terms

Total (Last 12 Months): 1

Date▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
09/2013	Ppt-Slow 30	\$100,000	\$20,000	\$20,000	--	1 mo

All Payments

Total (Last 12 Months): 27

Date▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2015	(001)	\$50	\$0	\$0	N30	1 mo
02/2015	Ppt	\$100,000	\$2,500	--	Lease Agreeemnt	--
02/2015	Ppt	\$1,000	\$0	\$0	--	4-5 mos
09/2014	Ppt-Slow 15	\$100	\$100	\$0	--	1 mo
07/2014	Ppt	\$50	--	--	--	1 mo
07/2014	Ppt-Slow 15	\$1,000	\$1,000	\$500	--	1 mo
05/2014	(007)	\$50	--	--	Cash account	4-5 mos
05/2014	(008)	\$50	--	--	Cash account	4-5 mos
05/2014	(009)	\$50	--	--	Cash account	4-5 mos
05/2014	(010)	\$50	--	--	Cash account	4-5 mos
10/2013	(011)	\$10,000	\$0	\$0	--	2-3 mos
09/2013	Ppt	--	\$5,000	\$0	--	1 mo
09/2013	Ppt	--	\$10,000	\$0	--	1 mo
09/2013	Ppt	\$95,000	\$35,000	\$0	--	1 mo
09/2013	Ppt	\$30,000	\$5,000	\$0	N30	1 mo
09/2013	Ppt	\$30,000	\$0	\$0	--	4-5 mos
09/2013	Ppt	\$10,000	\$5,000	\$0	--	1 mo
09/2013	Ppt	\$7,500	\$100	\$0	--	1 mo
09/2013	Ppt	\$1,000	\$0	\$0	N30	1 mo
09/2013	Ppt	\$50	\$0	\$0	--	1 mo
09/2013	Ppt	--	\$0	\$0	--	1 mo
09/2013	Ppt-Slow 30	\$100,000	\$20,000	\$20,000	--	1 mo
09/2013	(023)	\$100	--	--	Cash account	2-3 mos
09/2013	(024)	--	\$0	\$0	Cash account	1 mo
08/2013	Ppt	\$2,500	\$500	\$250	--	1 mo
08/2013	Ppt	\$1,000	\$0	\$0	--	2-3 mos
06/2013	(027)	\$500	--	--	Cash account	1 mo

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	AMBIT ENERGY HOLDINGS, LLC	URL:	NA
Doing Business As:	AMBIT ENERGY	Stock Symbol:	NA
		History:	NA

Street Address:	HOLDINGS, LLC 1801 N Lamar St Ste 200 Dallas, TX 75202	Operations:	NA
Phone:	(214) 461-4736	Present Management Control:	NA
Fax:	NA	Annual Sales:	NA

History

The following information was reported: **07/24/2014**

Officer(s):

JERE W THOMPSON JR, MBR-CEO
CHRIS CHAMBLESS, MBR-CMO
LAURIE RODRIGUEZ, MBR-CFO
JOHN BURKE, MBR-CIO

The Texas Secretary of State's business registrations file showed that Ambit Energy Holdings, LLC was registered as a Limited Liability Company on May 15, 2008.

Ownership information provided verbally by Julie Baker, Dir Fin, on Jul 05 2013.

Business started 2005.

RECENT EVENTS:

On December 20, 2013, sources stated that Ambit Energy Holdings LLC, Dallas, TX, has announced on November 6, 2013, the company's expansion into Delaware and Rhode Island, as well as the expansion of its natural gas services into PECO territory for Pennsylvania residents. The company began accepting customer enrollments in these markets on October 30, 2013. Further details are unavailable.

JERE W THOMPSON JR. Antecedents not available.

CHRIS CHAMBLESS. 2006-present Ambit Holdings, LLC.

LAURIE RODRIGUEZ. Antecedents not available.

JOHN BURKE. 2006-present Ambit Holdings, LLC.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF
APRIL 23 2015.

Registered Name:	AMBIT ENERGY HOLDINGS, LLC
Business Type:	DOMESTIC LIMITED LIABILITY CO
Corporation Type:	NA
Date Incorporated:	NA
State of Incorporation:	TEXAS
Filing Date:	May 15 2008
FilingFedID:	NA
Registration ID:	0800978898
Duration:	PERPETUAL
Duration Date:	NA
Status:	IN EXISTENCE
Status Attained Date:	NA
Where Filed:	SECRETARY OF STATE, AUSTIN, TX
Registered Agent:	JERE W THOMPSON JR, 1801 N. LAMAR STREET, SUITE 200, DALLAS, TX, 752020000
Agent Appointed:	NA
AgentStatus:	NA
Principals:	AMBIT HOLDINGS, MEMBER, 1801 N. LAMAR ST, SUITE 200, DALLAS, TX, 752020000

AMBIT HOLDINGS, MEMBER, 1801 N. LAMAR ST, SUITE 200,
DALLAS, TX, 752020000
AMBIT HOLDINGS, MEMBER, 1801 N. LAMAR ST, SUITE 200,
DALLAS, TX, 752020000

Operations

07/24/2014

Description:

Provides electric and other services combined (100%).

ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 877 282-6248.

Terms are undetermined. Selis to general public. Territory : United States.

Employees: 581. Undetermined employed here.

Facilities: Leases 20,000 sq. ft. on 2nd floor of three story brick building.

Location: Central business section on main street.

Branches: This business has multiple branches, detailed branch/division information is available in Dun & Bradstreets linkage or family tree products.

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: This business has multiple subsidiaries, detailed subsidiary information is available in Dun & Bradstreets linkage or family tree products.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

4931 0000 Electric and other services combined

NAICS:

221118 Other Electric Power Generation

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	-	-
Judgments	0	-
Liens	0	-
Suits	2	05/08/13
UCCs	22	01/13/15

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

Suits

Amount: NA
Status: Pending
Docket No.: 13-CV-00386
Plaintiff: SAMPO IP LLC
Defendant: AMBIT ENERGY HOLDINGS LLC, AND OTHERS
Cause: NA
Where Filed: EASTERN DIST OF TX MARSHALL DIV, MARSHALL, TX
Date Status Attained: 05/08/13

Amount: NA
Status: Pending
Docket No.: DC-13-03070
Plaintiff: EZ SHOP #6
Defendant: AMBIT ENERGY HOLDINGS LLC
Cause: CNTR CNSMR COM DEBT
Where Filed: DALLAS COUNTY DISTRICT COURT/COMMERCE ST, DALLAS, TX
Date Status Attained: 03/18/13

If it is indicated that there are defendants other than the report subjects, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

Government Activity

We currently don't have enough data to display this section.

Banking & Finance

Financial Statements

We currently don't have enough data to display this section.

Banking

We currently don't have enough data to display this section.

Special Events

We currently don't have enough data to display this section.

Corporate Linkage

Parent

Company Name	DUNS #	City, State
AMBIT ENERGY HOLDINGS, LLC	60-479-2791	DALLAS, TEXAS

Headquarters (US)

Company Name	DUNS #	City, State
AMBIT ENERGY HOLDINGS, LLC	60-479-2791	DALLAS, TEXAS

US Linkages

Company Name	DUNS #	City, State
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Subsidiaries

AMBIT CALIFORNIA, LLC	07-847-3558	DALLAS, TEXAS
AMBIT MIDWEST, LLC	07-888-0331	DALLAS, TEXAS
AMBIT TEXAS, LLC	82-904-3707	DALLAS, TEXAS
AMBIT NEW YORK, LLC	82-904-3764	DALLAS, TEXAS
AMBIT ILLINOIS, LLC	83-076-6205	DALLAS, TEXAS

Branches

AMBIT ENERGY HOLDINGS, LLC	07-911-5227	PLANO, TEXAS
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International Linkages

We currently don't have enough data to display this section.

Exhibit C-8

Bankruptcy Information

Provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.

Neither Ambit Northeast, LLC nor any of its affiliates have experienced any protection from any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.

Exhibit C-9

Merger Information

Provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application, or at any time as a participant in the Ohio Natural Gas Choice programs.

Neither Ambit Northeast, LLC nor any of its affiliates have experienced any dissolution, merger, or acquisition of the applicant within the five most recent years preceding the application, or at any time as a participant in the Ohio Natural Gas Choice programs.

Exhibit D-1

Operations

Provide a current written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.

Ambit Energy's operations in the state of Ohio will comprise retail sales, customer load aggregation, natural gas procurement, nomination and scheduling of natural gas for delivery, arrangement for transportation services through regional providers, and wholesale/retail reporting functions as required.

Exhibit D-2

Operations Expertise

Given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.

Serving over 1,000,000 retail customers in six major markets, Ambit Energy has proven experience in the full cycle of electricity and natural gas marketing including retail sales, load aggregation, contract administration, end-to-end procurement, customer support services and billing. This is evidenced by Ambit Energy's success in the ERCOT retail power market, NYISO retail power market, and retail natural gas operations in New York, Illinois, Maryland, and New Jersey.

Ambit Energy brings more than fifty (50) years combined natural gas procurement and sales (marketing) experience and over twenty (20) years working within the rules and regulations of North American Energy Standard Board (NAESB) contracting guidelines and standards of conduct.

In support of Ambit's natural gas sales operations, Ambit has procured, transported, and delivered more than 28.4 million decatherms used by Ambit Energy's gas customers in all of its gas markets) during 2014. Ambit Energy's wholesale procurement and scheduling team directs the end-to-end gas supply chain including load forecasting, wholesale gas procurement, transportation delivery, and nomination. Ambit procures commodity for sales through bilateral purchase agreements with wholesale suppliers and arranges transportation from regional pipeline delivery partners, typically delivering gas to the citygate where applicable.

Exhibit D-3

Key Technical Personnel

Provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Jere Thompson, Jr.

Chief Executive Officer (CEO) & Co-Founder

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

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

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

John Cooney

Vice President of Commercial Sales & Marketing

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

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

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

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

Drew Gormley
Vice President of Risk Management

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

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

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

Susie Johnston
Manager of Power and Natural Gas Operations

Ms. Johnston has more than nine years of natural gas sales experience and more than five years working with rules and practices established by the North American Energy Standards Board (NAESB). At Ambit, Ms. Johnston is responsible for assisting Ambit with energy (including natural gas) trade risk management; natural gas scheduling; composing Ambit's retail natural gas

pricing models; and providing advice in the preparation to procure natural gas for Ambit. Throughout her career, Ms. Johnston has gained experience with FERC regulation, the North American Reliability Council, and NAESB standards of conduct in addition to her experience working within the rules and practices of NAESB at Astra Power Company.

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

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

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/12/2015 3:47:53 PM

in

Case No(s). 15-1097-GA-CRS

Summary: Application Certification Application Competitive Retail Natural Gas Suppliers
electronically filed by Mr. Stephen M Howard on behalf of Ambit Northeast, LLC