



325 N. St. Paul Street
Dallas, TX 75201
Phone: 972-813-6157
FAX: 214-754-9039
www.constellation.com

April 29, 2016

Pennsylvania Public Utility Commission
Secretary
400 North Street, Keystone Building
Harrisburg, PA 17120

**RE: Constellation Energy Gas Choice, LLC (“CEGC”)
Natural Gas Supplier Application**

Dear Secretary:

Please find enclosed the application of Constellation Energy Gas Choice, LLC for approval to offer, render, furnish, or supply natural gas services as a supplier/aggregator to the public in the Commonwealth of Pennsylvania.

Please do not hesitate to contact me with any questions or concerns at 972-813-6157 or via e-mail at stephen.baker@constellation.com.

Sincerely yours,

Stephen Baker, Legal Compliance

Enclosure

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **Constellation Energy Gas Choice, LLC**, d/b/a _____, for approval to offer, render, furnish, or supply natural gas supply services as a(n) **Supplier/Aggregator** to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

Constellation Energy Gas Choice, LLC
1221 Lamar Street, Suite 750
Houston, TX 77010
www.constellation.com
800-785-4373

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

Corporate Creations Network Inc.
1001 State Street #1400
Erie, PA 16501
(814) 209-0328

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Darcy Fabrizius
Manager, State Government & Regulatory Affairs
N21 W23350 Ridgeview Parkway
Waukesha, WI 53188
262-506-6631
262-506-6611 FAX
darcy.fabrizius@constellation.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Holly R. Smith
Assistant General Counsel
100 Constellation Way, Suite 500C
Baltimore, MD 21202
410-470-3713
410-470-2600 FAX
holly.smith@exeloncorp.com

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, fax number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSSs.

MAIN - Customer Care
1221 Lamar Street, Suite 750
Houston, TX 77010
800-785-4373
feedback@constellation.com

ALTERNATE - Kari Cramer
Supervisor, Customer Experience
1221 Lamar Street, Suite 750
Houston, TX 77010
713-652-5541
713-222-6082 FAX
choicecompliance@constellation.com

2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

- a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

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

Provide a copy of the Applicant's filing with Pennsylvania's Department of State Pursuant to 54 Pa. C.S. §311.

Or

The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**
(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

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

Or

The Applicant is a:

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

foreign limited liability limited partnership (15 Pa. C.S. §8211)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

- The Applicant is a:
- domestic corporation (15 Pa. C.S. §1308)
 - foreign corporation (15 Pa. C.S. §4124)
 - domestic limited liability company (15 Pa. C.S. §8913)
 - foreign limited liability company (15 Pa. C.S. §8981)**

Other (Describe):

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

See Attachment 2b – Part 1

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

(See Attachment 2b – Part 2)

- Give name and address of officers.

See Attachment 2b – Part 3

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

See Attachment 3a

- b. PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

Constellation Energy Gas Choice, Inc.
1221 Lamar Street, Suite 750
Houston, TX 77010
www.constellation.com
800-785-4373

MXenergy, Inc.
595 Summer Street, Suite 300
Stamford, CT 06901
www.mxenergy.com
800-785-4373

4. OPERATIONS

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

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of an natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline
 - municipality providing service outside its municipal limits
 - local gas distribution company
 - retail supplier of natural gas services in the Commonwealth
 - a natural gas producer
 - a broker/marketer engaged in the business of supplying natural gas services
 - Other. (Identify the nature of service being rendered)

Applicant is currently a licensed natural gas supplier as Constellation Energy Gas Choice, Inc.

or

- The Applicant is not presently doing business in Pennsylvania.

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

- Supplier or Aggregator of natural gas services**
- Municipal supplier of natural gas services
 - Cooperative supplier of natural gas services
 - Broker/Marketer engaged in the business of supplying natural gas services
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
 - Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the natural gas supply services which the Applicant proposes to offer.

Constellation Energy Gas Choice, LLC is a competitive supplier of natural gas and services.

d. **PROPOSED SERVICE AREA:** Check the box of each Natural Gas Distribution Company for which the Applicant proposes to provide service.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Columbia | <input checked="" type="checkbox"/> Philadelphia Gas Works |
| <input type="checkbox"/> National Fuel Gas | <input type="checkbox"/> UGI Central Penn |
| <input checked="" type="checkbox"/> PECO | <input type="checkbox"/> UGI Penn natural |
| <input type="checkbox"/> Peoples Gas – Equitable Div. | <input checked="" type="checkbox"/> UGI Utilities |
| <input checked="" type="checkbox"/> Peoples Natural Gas | <input type="checkbox"/> Valley Energy |
| <input type="checkbox"/> Peoples TWP | <input type="checkbox"/> All of the above |

Applicant, as Constellation Energy Gas Choice, Inc., is currently authorized as a natural gas supplier in the Columbia, PECO, Peoples Natural Gas, Philadelphia Gas Works, and UGI Utilities service areas.

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Residential and Small Commercial as Mixed Meter **ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)**
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)**
- Other (Describe):

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

Constellation Energy Gas Choice, Inc. changed its name to Constellation Energy Gas Choice, LLC effective December 31, 2015. The Applicant, an existing licensed natural gas supplier as Constellation Energy Gas Choice, Inc., is currently serving and actively marketing within the Commonwealth.

5. COMPLIANCE

a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

The Applicant has been involved in various legal proceedings involving confidential matters, including but not limited to, trade payables, employment disputes, collections and customer bankruptcy matters.

All of these proceedings have arisen in the ordinary course of business and are either in process or have been resolved by a court decision, confidential settlement agreement, or otherwise.

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

Not Applicable

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. If the Applicant has no actions or complaints to list, explicitly state such.

See Attachment 5c

- d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

See Attachment 5c

6. PROOF OF SERVICE

*Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)*

- a.) **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

**Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120**

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

**Office of the Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101**

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

**Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120**

- b.) **NGDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Natural Gas Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Contact information for each NGDC is as follows.

<p>Columbia Gas of PA, Inc. Thomas C. Heckathorn 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.4996 FAX: 614.460.6442 theckathorn@nisource.com</p>	
<p>Peoples Natural Gas – Equitable Division Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>The Peoples Natural Gas Company Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com</p>
<p>UGI Central Penn David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>	<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: bobc@ctenterprises.org</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>

7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant

has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require.

The Applicant, an existing licensed natural gas supplier as Constellation Energy Gas Choice, Inc. (“CEGC”) is currently serving within the same NGDCs that it is requesting licensing authority. CEGC requests exemption from this requirement.

- b. FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
 - Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
 - Applicant's accounting statements, including balance sheet and income statements for the past two years.
 - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
 - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - Audited financial statements exhibiting accounts over a minimum two year period.
 - Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

An organization chart of Exelon’s retail energy entities is provided as Attachment 7b Part 1.

Exelon Corporation (EXC) is the ultimate parent company of Constellation Energy Gas Choice, Inc. and provides financial backing as necessary to support Constellation Energy Gas Choice, LLC’s operations. Exelon Corporation’s SEC Form 10-K filings can be viewed at the following weblink:

<http://www.exeloncorp.com/performance/investors/secfilings.aspx>

Exelon Corporation’s annual reports can be viewed at the following weblink:

<http://www.exeloncorp.com/performance/investors/financialreports.aspx>

Constellation Energy Gas Choice, LLC does not have a credit rating as a stand-alone company. An August 2015 Standard & Poors RatingsDirect report for Exelon Generation Company, LLC (BBB / Stable / A-2) is provided as Attachment 7b Part 2.

- c. SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

Constellation Energy Gas Choice, LLC is an indirect wholly owned subsidiary of EXGEN. EXGEN maintains a “Money Pool” agreement from which its direct and indirect subsidiaries are able to borrow. There is no cap on the Money Pool agreement. EXGEN through the Demand Note with CE FundingCo, LLC funds the Money Pool agreement. EXGEN has an investment grade bond rating. The Demand Note is provided as Attachment 7c.

- d. **BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

Not Applicable

- e. **ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Ronald Shields
Director, Accounting
1221 Lamar Street, Suite 750
Houston, TX 77010
Telephone: 713-354-0358
Email: Ronald.shields@constellation.com

- f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix D to this application.

All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

See Attachment 7f

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by natural gas distribution companies does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:
- Applicant's previous experience in the natural gas industry.
 - Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
 - Type of customers and number of customers Applicant currently serves in other jurisdictions.
 - Staffing structure and numbers as well as employee training commitments.
 - Business plans for operations within the Commonwealth.
 - Any other information appropriate to ensure the technical capabilities of the Applicant.

The Applicant is an existing licensed natural gas supplier as Constellation Energy Gas Choice, Inc. currently serving nearly 5,000 Pennsylvania customers.

Constellation Energy Gas Choice, LLC is certified, licensed, or registered as a competitive natural gas supplier in Georgia, Indiana, Illinois, Maryland, Michigan, New Jersey, New York, Ohio, Virginia, and the District of Columbia serving residential, small commercial, large commercial, industrial, and governmental customers. The remaining jurisdictions in which Constellation Energy Gas Choice, LLC presently provides natural gas services do not require either a gas supplier or marketer to be certified. Constellation Energy Gas Choice, LLC serves approximately 550,000 customers nationwide.

Constellation Energy Gas Choice, LLC will continue to operate as an authorized natural gas supplier to residential, small commercial, large commercial, industrial, and governmental customers in the Columbia, PECO, Peoples Natural Gas, Philadelphia Gas Works, and UGI Utilities service areas.

b. **PROPOSED MARKETING METHOD** (*check all that apply*)

- Internal – Applicant will use its own internal resources/employees for marketing
- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

Human operator third party verification with 100% quality control call back.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

In-state door-to-door vendor manager.

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

Mark Huston - President & Chief Executive Officer
Bryan Wright - Chief Financial Officer
Bruce Wilson - Secretary
Stacie Frank - Treasurer

Mr. Huston, as Chief Executive Officer, is directly responsible for operations. His professional summary is provided as Attachment 8e.

9. **DISCLOSURE STATEMENT:**

(Not applicable for an applicant applying for a license exclusively as a broker/marketer.)

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

- Natural gas should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

See Attachment 9

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 62.114.

AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:

- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.

AGREED

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

AGREED

- d. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling natural gas in the Commonwealth of PA, and a supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

ACKNOWLEDGED

- e. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 62.105.

AGREED

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

AGREED

- g. NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.

AGREED

- h. CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

- i. FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by CERTIFIED CHECK OR MONEY ORDER in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED

11. AFFIDAVITS

(All affidavits must be notarized before filing.)

- a.) APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.

See Attachment 11a

- b.) OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

See Attachment 11b

12. NEWSPAPER PUBLICATIONS

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. Below is a list of newspapers which cover the publication requirements for Natural Gas Suppliers looking to do business in Pennsylvania.

The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve. The chart below dictates which newspapers are necessary for each NGDC. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

Please file with the Commission the Certification of Publication, along with a Photostatic copy of the notice to complete the notice requirements.

Proof of newspaper publications must be filed with the initial application. Applicants **do not** need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Columbia Gas	X	X		X		X	X
Equitable Gas	X			X			
National Fuel Gas				X			
PECO			X				
Peoples Natural Gas	X			X			X
Peoples TWP LLC				X			
Philadelphia Gas Works			X				
UGI		X	X		X		
UGI Central Penn	X	X	X	X	X	X	X
UGI Penn Natural		X			X	X	
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

13. SIGNATURE

Applicant: Constellation Energy Gas Choice, LLC

By:  _____

Title: Legal Compliance _____

14. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections is complete.

Applicant: Constellation Energy Gas Choice, LLC

✓	Signature	
✓	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
✓	Application Affidavit	
✓	Operations Affidavit	
✓	Proof of Publication	
✓	Tax Certification Statement	
✓	Commonwealth Department of State Verification	
✓	Certificate of Service	

Applicant's Use

PUC Secretary's Bureau Use

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O.BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV


Constellation Energy Gas Choice, Inc.

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE LOCATED WWW.CORPORATIONS.STATE.PA.US/Search/CorpSearch OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND /OR UCC FILINGS , PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEBSITE.

ENTITY NUMBER : 2875666

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

	Transfer of Foreign Registration DSCB:15-418 (7/1/2015)  TCO151217DB0578
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Read all instructions prior to completing. This form may be sub

Fee: \$70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 418 (relating to transfer of registration), the undersigned registered foreign association hereby states that:

1. The name of the association under which it is registered to do business in this Commonwealth and before the merger or conversion is:

Constellation Energy Gas Choice, Inc.

2. The type of association before the merger or conversion is (check only one):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

3. The name of the association following the merger or conversion:

Constellation Energy Gas Choice, LLC

3A. If the name in 3 does not contain a required designator or if the name in 3 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

A resolution of the governors adopting the name in 3A for use in registering to do business in this Commonwealth must be attached.

4. The type of association after the merger or conversion (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

5. The jurisdiction of formation of the association after the merger or conversion is: Delaware

2015 DEC 17 AM 9: 52

COMM OF PA
DEPT OF STATE

If different than the information for the registered foreign association before the merger or conversion, all of the following information for the association after the merger or conversion:

6A. The street and mailing address of the association's principal office is:

10 South Dearborn Street, 49th Floor, Chicago, IL 60603
Number and street City State Zip

6B. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction is:

Number and street City State Zip

7. The (a) address of the association's registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) Number and street City State Zip County OR

(b) c/o: Corporate Creations Network Inc. Erie
Name of Commercial Registered Office Provider County

8. Effective date of transfer of foreign registration is (check, and if appropriate complete, one of the following):

- The Transfer of Foreign Registration shall be effective upon filing in the Department of State.
The Transfer of Foreign Registration shall be effective on: 12/31/2015 at Date (MM/DD, YYYY) Hour (if any)

IN TESTIMONY WHEREOF, the undersigned registered foreign association has caused this Transfer of Foreign Registration to be signed by a duly authorized representative of the surviving or converted association this 24 day of November 20 15

Constellation Energy Gas Choice, LLC
Name of Association
Signature
Assistant Secretary
Title

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "MXENERGY INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "CONSTELLATION ENERGY GAS CHOICE, INC.", THE FOURTEENTH DAY OF MAY, A.D. 2012, AT 9:53 O'CLOCK A.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JUNE, A.D. 2012.



3028709 8320

120686839

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9610942

DATE: 06-01-12

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 AMENDMENT OF "MXENERGY INC.", CHANGING ITS NAME FROM "MXENERGY INC." TO "CONSTELLATION ENERGY GAS CHOICE, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF MAY, A.D. 2012, AT 9:53 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JUNE, A.D. 2012.

3028709 8100

120554096

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9568668

DATE: 05-14-12

Constellation Energy Gas Choice, LLC
Application Form for Parties Wishing to Offer, Render,
Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania
Attachment 2b Part 2 - Page 2 of 10

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
MXENERGY INC.**

MXENERGY INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("Corporation"), does hereby certify that:

FIRST: The Board of Directors of the Corporation, by unanimous written consent, duly adopted and approved of resolutions setting forth a proposed amendment to the Corporation's Certificate of Incorporation, declaring the proposed amendment to be advisable and submitting it to the stockholders of the Corporation for their consideration. The resolutions of the Board of Directors setting forth the proposed amendment to the Corporation's Certificate of Incorporation are as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by deleting ARTICLE FIRST in its entirety and inserting the following in place thereof:

FIRST: The name of the corporation is Constellation Energy Gas Choice, Inc.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have approved the amendment by written consent in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: The foregoing amendment to the Corporation's Certificate of Incorporation was duly approved and adopted in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on June 1, 2012.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its President this 14th day of May, 2012

MXENERGY INC.

By: 
Chaitanya Parikh
President

Delaware

PAGE 1

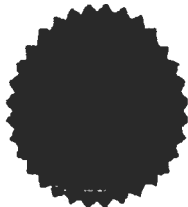
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "MKENERGY INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JUNE, A.D. 2004, AT 3:22 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3028709 8100

040479955



Harriet Smith Windsor
SECRETARY OF STATE

DATE: 06-29-04

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

MXENERGY INC.

MxEnergy Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: The original Certificate of Incorporation of the Corporation was filed with the Secretary of the State of Delaware on April 13, 1999 under the Corporation's original name, MxEnergy.com Inc. The Certificate of Amendment of Certificate of Incorporation was filed with the Secretary of the State of Delaware on November 16, 2001.

SECOND: The Amended and Restated Certificate of Incorporation of the Corporation in the form attached hereto as Exhibit A has been duly adopted in accordance with the provisions of sections 242 and 245 of the General Corporation Law of the State of Delaware by the directors of the Corporation.

THIRD: The Amended and Restated Certificate of Incorporation so adopted reads in full as set forth in Exhibit A attached hereto and is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by a officer designated by the board of directors this 29th day of June, 2004.

MXENERGY INC.

By: /s/ Jeffrey A. Mayer

Name: Jeffrey A. Mayer

Title: President

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:00 PM 06/29/2004
FILED 03:22 PM 06/29/2004
SRV 040479253 - 3028709 FILE

Exhibit A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

MXENERGY INC.

MxEnergy Inc., a corporation organized and existing and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

ARTICLE I - NAME

The name of the corporation is MxEnergy Inc. (the "Corporation").

ARTICLE II - REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE III - PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV. - CAPITALIZATION

4.1 **Authorized Shares.** The total number of shares of all classes of stock which the Corporation shall have authority to issue is 15,000,000 shares, consisting of 10,000,000 shares of Common Stock, par value \$0.01 per share ("Common Stock"), and 5,000,000 shares of Preferred Stock, par value \$0.01 per share ("Preferred Stock").

4.2 **Preferred Stock.** (a) Shares of Preferred Stock may be issued in one or more series, from time to time, with each such series to consist of such number of shares and to have such voting power, full or limited, or no voting power, and such designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, as shall be stated in the resolution or resolutions providing for the issuance of such series adopted by the Board of Directors of the Corporation, and the Board of Directors is hereby expressly vested with authority, to the full extent now or hereafter provided by law, to adopt any such resolution or resolutions. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

- (i) The number of shares constituting that series and the distinctive designation of that series;

Exhibit A

- (ii) The dividend rate on the shares of that series, whether dividends shall be paid in cash or in kind and whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;
 - (iii) Whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;
 - (iv) Whether that series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;
 - (v) Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;
 - (vi) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;
 - (vii) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and
 - (viii) Any other relative rights, preferences and limitations of that series.
- (b) **No Preemptive Rights.** Except as expressly set forth in this certificate of incorporation, any certificate of designation, any resolution or resolutions providing for the issuance of a series of stock adopted by the Board of Directors, or any agreement between the Corporation and its stockholders, the holders of Common Stock or any series of Preferred Stock shall have no preemptive right to subscribe for any shares of any class of capital stock of the Corporation whether now or hereafter authorized.

4.3 **Common Stock.** The rights, powers, privileges, preferences, qualifications, limitations and restrictions of the Common Stock are set forth in this Section 4.3.

- (a) **Voting Rights.** All holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the Corporation's stockholders. Except as otherwise expressly provided in this certificate of incorporation, any certificate of designation or as otherwise required by law, the holders of shares of the Series A Preferred Stock (as defined herein) and Common Stock shall vote together (or render written consents in lieu of a vote) as a

Exhibit A

single class on all matters submitted to the stockholders of the Corporation; ~~provided, however,~~ that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this certificate of incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this certificate of incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the General Corporation Law of the State of Delaware.

Dividends. Subject to the preferential dividend rights of any class or series of Preferred Stock outstanding from time to time, holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

ARTICLE V. - SECTION 203

The Corporation expressly elects not to be governed by Section 203 of the Delaware General Corporation Law.

ARTICLE VI. - MANAGEMENT OF BUSINESS OF THE CORPORATION

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

6.1 The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. ~~The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the Corporation would have if there were no vacancies. No election of directors need be by written ballot.~~

6.2 After the original or other Bylaws of the Corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the Bylaws of the Corporation may be exercised by the Board of Directors of the Corporation; ~~provided, however,~~ that any provision for the classification of directors of the Corporation for staggered terms pursuant to the provisions of subsection (d) of Section 141 of the General Corporation Law of the State of Delaware shall be set forth in an initial Bylaw or in a Bylaw adopted by the stockholders of the Corporation entitled to vote unless provisions for such classification shall be set forth in this certificate of incorporation.

Exhibit A

ARTICLE VII - LIMITATION OF DIRECTOR LIABILITY

No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. All references in this Article VII to a director shall also be deemed to refer to such other person or persons, if any, who, pursuant to a provision of the Certificate of Incorporation of the Corporation in accordance with subsection (a) of Section 141 of the General Corporation Law of the State of Delaware, exercise or perform any of the powers or duties otherwise conferred or imposed upon the board of directors by the General Corporation Law of the State of Delaware. If the General Corporation Law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation law of the State of Delaware, as so amended. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VIII - INDEMNIFICATION

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnitee") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or an officer of the Corporation or, while a director or an officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnitee. Notwithstanding the preceding sentence, the Corporation shall be required to indemnify an Indemnitee in connection with a proceeding (or part thereof) commenced by such Indemnitee only if the commencement of such proceeding (or part thereof) by the Indemnitee was authorized by the Board of Directors of the Corporation.

ARTICLE IX - AMENDMENT TO CERTIFICATE OF INCORPORATION

From time to time any of the provisions of this certificate of incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time proscribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this certificate of incorporation are granted subject to the provisions of this Article IX.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____

Signed by:  _____
CHAITANYA PARIKH (signature of authorized individual)

- Chairman of the board of directors.
- President,
- Other officer,
- Court-appointed fiduciary.

on this 1 day of JUN, 2012

**Constellation Energy Gas Choice, LLC
Application Form for Parties Wishing to Offer, Render,
Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania
Attachment 2b Part 3**

Name and Business Address of Officers

<u>NAME</u>	<u>TITLE</u>	<u>BUSINESS LOCATION</u>
Kevin Garrido	Assistant Secretary	10 S. Dearborn Street Chicago, IL 60603
Nina L. Jezic	Assistant Secretary	1221 Lamar St., Suite 750 Houston, TX 77010
Paul R. Bonney	Assistant Secretary	100 Constellation Way Baltimore, MD 21202
Scott N. Peters	Assistant Secretary	10 S. Dearborn Street Chicago, IL 60603
Kathleen Abbott	Assistant Treasurer	10 S. Dearborn Street Chicago, IL 60603
Denis M. Eischen	Assistant Vice President, Taxes	10 S. Dearborn Street Chicago, IL 60603
Denise Obrochta	Assistant Vice President, Taxes	10 S. Dearborn Street Chicago, IL 60603
Robert A. Kleczynski	Assistant Vice President, Taxes	10 S. Dearborn Street Chicago, IL 60603
Bryan Wright	Chief Financial Officer	100 Constellation Way Baltimore, MD 21202
David C. Ellsworth	Director	100 Constellation Way Baltimore, MD 21202
Joseph Nigro	Director	100 Constellation Way Baltimore, MD 21202
Mark P. Huston	President, Director, Chief Executive Officer	100 Constellation Way Baltimore, MD 21202
Bruce G. Wilson	Secretary	10 S. Dearborn Street Chicago, IL 60603
Stacie Frank	Treasurer	10 S. Dearborn Street Chicago, IL 60603
David Leone	Vice President	1221 Lamar St., Suite 750 Houston, TX 77010
Thomas D. Terry	Vice President, Taxes	10 S. Dearborn Street Chicago, IL 60603

Affiliates

Regulated Energy Delivery Affiliates

Atlantic City Electric
2430 Atlantic Avenue
Atlantic City, NJ 08401

Baltimore Gas & Electric Company
2 Center Plaza, 110 West Fayette Street
Baltimore, MD 21201

Commonwealth Edison Company
440 South LaSalle Street
Chicago, IL 60605

Delmarva Power
630 Martin Luther King Blvd
Wilmington DE 19801

PECO Energy Company
PO Box 8699, 2301 Market Street
Philadelphia, PA 19101

Pepco
701 Ninth Street, NW
Washington, DC 20068

Affiliates other than a Regulated Electricity or Natural Gas Utility Engaged in the Retail Sale of Electricity or Natural Gas

BGE Home Products and Services, LLC
100 Constellation Way, Suite 500C
Baltimore, MD 21201

Compass Energy Services, Inc.
100 Constellation Way, Suite 500C
Baltimore, MD 21201

Compass Energy Gas Services, LLC
9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223

Constellation Energy Commodities Group
Maine LLC
100 Constellation Way, Suite 500C
Baltimore, MD 21201

Constellation Energy Power Choice, LLC
(currently applying for EGS authority)
100 Constellation Way, Suite 500C
Baltimore, MD 21201

Constellation Energy Services – Natural
Gas, LLC
9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223

Constellation Energy Services of New York,
Inc.
100 Constellation Way, Suite 500C
Baltimore, MD 21201

Constellation Energy Services, Inc.
100 Constellation Way, Suite 500C
Baltimore, MD 21201

Constellation NewEnergy, Inc.
100 Constellation Way, Suite 500C
Baltimore, MD 21201

Constellation NewEnergy - Gas Division,
LLC
9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223

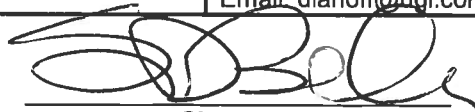
- In August 2010, **Constellation NewEnergy, Inc.** ("CNE") discovered and self-reported to the California Independent System Operator ("CAISO") a number of instances where it had inadvertently submitted incomplete Settlement Quality Meter Data ("SQMD") to the CAISO during the period of June 1 – July 17, 2011. On May 8, 2012, CAISO issued a letter of findings and conclusions indicating that CNE's 2010 inaccurate meter data submissions constituted a violation of Tariff Section 37.5.2 and imposing a penalty of \$281,831.84. On June 11, 2012, Exelon (on behalf of CNE) filed a request for waiver with the Federal Energy Regulatory Commission ("FERC") to allow a reduction of the penalty to \$42,000, consistent with the currently-effective tariff section 37.11.1. (After CNE had allegedly violated the tariff provision, FERC had authorized a revision of the tariff to lower the potential penalties for inaccurate meter data submissions.) CAISO did not oppose the request and credited CNE the full amount of the penalty pending FERC's decision. On October 26, 2012 FERC granted the request and allowed a reduction of the penalty from \$281,831.84 to \$42,000.
- The California Public Utilities Commission ("CPUC") adopted a Settlement Order on March 10, 2011 in which **Constellation NewEnergy, Inc.** ("CNE") agreed to make a one-time payment of \$300,000 regarding failure to have sufficient Resource Adequacy contracts in place for a particular month. This stemmed from confusion during the first month utilizing a new CPUC reporting system for suppliers, in which the spreadsheet calculated the total value of all RA contracts throughout the year, making it appear to CNE that it had fulfilled its compliance obligation, when certain contracts only applied to later months. Upon notification, CNE immediately sought out and entered into additional bi-lateral contracts for the deficient amount, sending a corrected/updated database and notifying the CPUC within the time frame specified in the notice.
- On November 4, 2010, the Pennsylvania Public Utility Commission ("PUC") Bureau of Investigation and Enforcement initiated an informal investigation (Docket No. M-2012-2201861) of **MXenergy Electric Inc.'s** (n/k/a Constellation Energy Power Choice, LLC, License Number A-110168) residential marketing practices, specifically its door-to-door sales practices, in that state. The parties filed a proposed Settlement Agreement on January 6, 2012, which the PUC rejected by order adopted March 29, 2012. The PUC approved a Settlement on December 5, 2013.
- In January 2012, the Georgia Public Service Commission ("Commission") initiated an investigation (Docket No. 35270) of **MXenergy Inc.'s** (n/k/a Constellation Energy Gas Choice, LLC, License Number GM-33) residential door-to-door marketing campaign. The Commission adopted a joint Settlement Agreement on July 17, 2012 settling allegations of alleged improper enrollments for 136 accounts. In its Order, the Commission noted no findings of violations and MXenergy Inc. had no admission of wrongdoing. CEGC has satisfied the terms of the Settlement.
- On December 10, 2014, the Connecticut Public Utilities Regulatory Authority initiated an Investigation of **Constellation Energy Power Choice, Inc.'s** (Docket No. 07-03-08RE03). The investigation is based on CEPC discovering and self-reported to PURA that CEPC inadvertently failed to provide fixed-price expiration notices to certain customers. A final order was issued on September 23, 2015 accepting CEPC's offer to make a \$40,000 payment to Operational Fuel.

Constellation Energy Gas Choice, LLC
Application Form for Parties Wishing to Offer, Render,
Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania
Attachment 6 - Appendix C

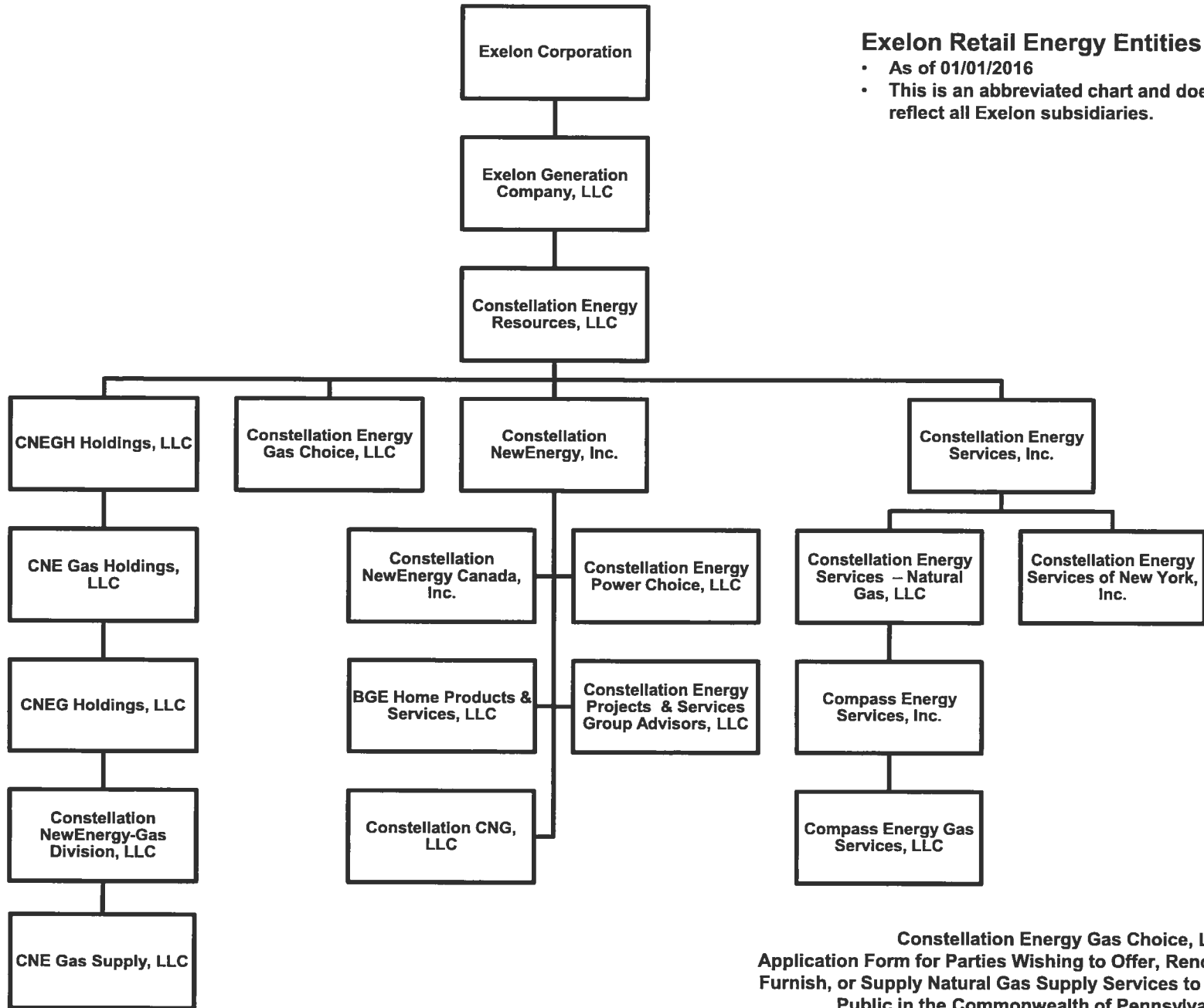
CERTIFICATE OF SERVICE

On this the 29th day of April 2016, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a CD-ROM, upon the following:

Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120	Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120
Office of the Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946
Columbia Gas of PA, Inc. Thomas C. Heckathorn 200 Civic Center Drive, Columbus, OH 43215 PH: 614.460.4996 / FAX: 614.460.6442 email: heckathorn@nisource.com	Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120
Peoples Natural Gas – Equitable Division Lynda Petrichevich 225 North Shore Drive, Pittsburgh, PA 15212 PH: 412.208.6528 / FAX: 412.208.6577 email: Lynda.w.petrichevich@peoples-gas.com	National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street, Williamsville, NY 14221 PH: 716.857.7483 / FAX: 716.857.7479 e-mail: wolfordd@natfuel.com
The Peoples Natural Gas Company Lynda Petrichevich 225 North Shore Drive, Pittsburgh, PA 15212 PH: 412.208.6528 / FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com	PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2, Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com
Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petrichevich 225 North Shore Drive, Pittsburgh, PA 15212 PH: 412.208.6528 / FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com	Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue, Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com
UGI Central Penn David Lahoff 2525 N. 12 th Street, Suite 360, Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com	UGI David Lahoff 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com
Valley Energy Inc. Robert Crocker 523 South Keystone Avenue, Sayre, PA 18840-0340 PH: 570.888-9664 / FAX: 570.888.6199 email: bobc@ctenterprises.org	UGI Penn Natural David Lahoff 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com



 Signatory



Exelon Retail Energy Entities

- As of 01/01/2016
- This is an abbreviated chart and does not reflect all Exelon subsidiaries.

Constellation Energy Gas Choice, LLC
 Application Form for Parties Wishing to Offer, Render,
 Furnish, or Supply Natural Gas Supply Services to the
 Public in the Commonwealth of Pennsylvania
 Attachment 7b Part 1

RatingsDirect®

Summary:

Exelon Generation Co. LLC

Primary Credit Analyst:

Michael T Ferguson, CFA, CPA, New York (1) 212-438-7670;
michael.ferguson@standardandpoors.com

Secondary Contact:

Aneesh Prabhu, CFA, FRM, New York (1) 212-438-1285; aneesh.prabhu@standardandpoors.com

Table Of Contents

Rationale

Outlook

Standard & Poor's Base-Case Scenario

Business Risk

Financial Risk

Liquidity

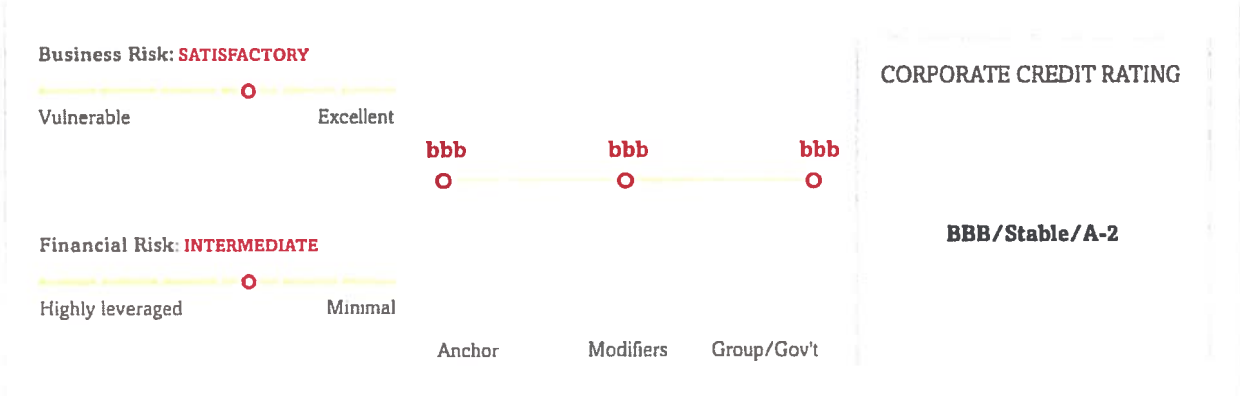
Ratings Score Snapshot

Related Criteria And Research

Summary:

Exelon Generation Co. LLC

(Editor's Note: This summary analysis, originally published Sept. 22, 2014, is being republished to correct an error in our published assumptions.)



Rationale

Business Risk: Satisfactory

- U.S. power producer Exelon Generation Co. LLC's low-cost base-load generation has a strong operating track record, though it remains subject to considerable energy margin variability, driven by commodity prices, demand, and weather patterns.
- Large natural gas production volumes have collapsed gas and power prices, carrying significant downside potential for a generation portfolio that is largely nuclear (more than 80% of total generation).
- A mild summer, declining market heat rates, and gas regional pricing differentials have weakened the economics of the company's generation plants in the next 18 months despite a stronger fundamental outlook long-term.
- Capacity prices could continue to languish because of lackluster electric demand, growing energy efficiency, and increased penetration of demand response initiatives. However, this could reverse in coming auctions as capacity performance schemes proliferate.
- Exelon still operates a large nuclear fleet; this puts the company in a good position as carbon regulation and capacity performance incentives loom.

Financial Risk: Intermediate

- The backward-dated EBITDA profile persists, although the curve is not as steep as it is for certain competitors owing to a proactive hedging strategy and participation in robust capacity markets.
- Cash flow is significantly hedged through 2015 and 2016, increasing as hedges are regularly added; 2017 is hedged to nearly 46%.
- The company's liquidity position remains strong, especially since it can defer capital spending needs.
- Dividend policy is relatively aggressive, but this is supported by a steady stream of dividends from utility subsidiaries.
- While capital spending needs have been substantial in the past, we expect that they'll be more in line with industry norms, as this company is already well-suited for upcoming carbon regulations.

Outlook: Stable

The outlook on the ratings is stable. However, Standard & Poor's believes that higher-than-expected natural gas production from shale production regions and a delay in environmental rules related to plant retirements could weaken the company's financial performance during the next few years. Should the commodity pricing environment weaken even more, the company might have to address a decline in its earnings profile with commensurate reductions in capital spending and debt. Without the Pepco Holdings Inc. (PHI) acquisition, we expect Exelon and Exelon Generation Co. LLC to maintain funds from operations (FFO) to debt of at least 22% and 27%, respectively, which are the minimum levels to maintain current ratings. If the PHI transaction closes, we expect the consolidated pro forma company to maintain adjusted FFO to debt within a band of about 22% to 24% and debt to EBITDA to increase to about an adjusted 3.2x to 3.4x.

Downside scenario

We could lower ExGen's ratings in the absence of the PHI acquisition if Exelon's adjusted consolidated FFO to debt declined below 22%. This could happen if ExGen faces increasing competition in its retail markets, which would threaten customer retention in its retail business. Gross margins could also come under pressure if power prices continue to decline because of weak natural gas prices or lower market heat rates.

Negative ratings momentum post-acquisition could occur due to a decline in commodity prices that would affect ExGen's and, as a result, Exelon's cash flows. We could lower the company's ratings post-acquisition if the adjusted consolidated FFO to debt ratios were to decline below 18% consistently.

We could lower the stand-alone credit profile of ExGen if the company's adjusted FFO to debt were consistently below 23%. A change in ExGen's stand-alone credit profile (SACP) might not result in an immediate change in its issuer ratings if Exelon's growing utility segment were able to sustain the group's credit profile. However, given that ExGen will still account for over 40% of the consolidated cash flow even after the PHI acquisition, a lower SACP would weigh negatively on the entire group profile.

Upside scenario

An upgrade absent the acquisition—which we consider unlikely presently—could occur if natural gas prices stabilized and power prices responded favorably to coal plant retirements, resulting in consolidated FFO to debt levels of more than 28% on a sustained basis. This would reflect a stand-alone FFO to debt level at ExGen of more than 35% consistently. Such a scenario could stem from an improved economy and higher electricity prices, as well as from a robust increase in the rate base of Exelon's regulated utility subsidiaries. A stronger PJM Capacity Market, stemming from a capacity performance scheme, could contribute also. We could consider an upgrade if the company, post-acquisition, reported adjusted consolidated FFO to debt levels stronger than about 25% and debt to EBITDA below about 3.4x. We think this is unlikely before 2016, and, at any rate, an improved SACP for ExGen would not result in a higher rating without the group credit profile improving due to higher credit quality at the regulated utilities.

Standard & Poor's Base-Case Scenario

Assumptions	Key Metrics												
<ul style="list-style-type: none"> Henry Hub gas prices are between \$2.75 per million Btu in 2015 and \$3.25 in 2016; PJM West hub power prices are between \$30 and \$35 per megawatt hour (MWh) in 2016; Northern Illinois hub hover around \$30 per MWh through 2016. Nuclear capacity factors are consistently at about 94% through 2017. Growth rates at the utilities are consistent with management's assumptions. Dividend policy remains in line with industry standards. Only current hedges are assumed. Spark spreads remain depressed in Texas, with an average of about \$6 per MWh during 2015, but rebound somewhat afterward. Total ExGen generation of about 190 gigawatts per hour in 2015, ticking up only modestly in subsequent years. 	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">2015E</th> <th style="text-align: center;">2016E</th> </tr> </thead> <tbody> <tr> <td>FFO/debt (%)</td> <td style="text-align: center;">34-38</td> <td style="text-align: center;">32-35</td> </tr> <tr> <td>Debt/EBITDA (x)</td> <td style="text-align: center;">2.0-2.4</td> <td style="text-align: center;">2.3-2.6</td> </tr> <tr> <td>EBITDA interest coverage (x)</td> <td style="text-align: center;">5.5-6.5</td> <td style="text-align: center;">5.5-6.5</td> </tr> </tbody> </table> <p>E--Estimate. FFO--Funds from operations.</p> <p>Note: These metrics represent stand-alone credit metrics for Exelon Generation.</p>		2015E	2016E	FFO/debt (%)	34-38	32-35	Debt/EBITDA (x)	2.0-2.4	2.3-2.6	EBITDA interest coverage (x)	5.5-6.5	5.5-6.5
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Debt/EBITDA (x)	2.0-2.4	2.3-2.6											
EBITDA interest coverage (x)	5.5-6.5	5.5-6.5											

Business Risk: Satisfactory

Standard & Poor's rating on ExGen reflects our view of the consolidated creditworthiness of the company's diversified energy parent Exelon, whose business risk profile we view as "strong" due to the presence of several large utility subsidiaries.

A significant contribution to this consolidated assessment is the business risk profile of ExGen, which we view as "satisfactory" on a stand-alone basis. As of March 31, 2015, ExGen had about \$10.2 billion of total adjusted debt after considering the effects of power purchase agreements, post-retirement benefit obligations, cash netting, and deconsolidation.

We expect ExGen's unregulated operations to constitute more than 50% of the consolidated enterprise in terms of cash flow and capital spending during 2015, excluding the PHI acquisition. ExGen generates a significant portion of earnings from its retail operations. Through retail and wholesale channels, ExGen now provides about 150 to 165 terawatt-hours, or nearly 5% of total U.S. power demand, and enjoys significant regional diversity. In most locations, ExGen has adequate intermediate and peaking capacity for managing load-shaping (matching resources with energy needs) risks. However, we believe the company will still need to buy and sell generation in the market to manage its portfolio needs, which exposes it to considerable commodity risk. Moreover, ExGen has a significant open position in the Midwest to merchant markets, and a somewhat tight position in Texas and New England, where it has some risk of

finding itself short when loads and power prices are high.

ExGen's cash flow remains rather sensitive to commodity prices because more than 80% of the business' generation is nuclear; unlike gas-fired assets, which have a lower cost structure if gas prices drag power prices down, nuclear plants face winnowing margins based on lower market heat rates. Given that base-load generation is price-taking by nature, we expect ExGen's adjusted FFO to debt to remain volatile relative to peers. With all else being equal, we estimate gross margins in 2017 will be lower by about about \$150 million for every \$5 per MWh (round-the-clock) decline in power prices, and about \$400 million for every \$1 per million Btu decline in 2017 natural gas prices off of our base case. Near-term figures are not quite as volatile due to more thorough hedging and better visibility into pricing

Current hedges demonstrate the significant value of Exelon's hedging program. Even though these hedges insulate ExGen, they also show the sensitivity of ExGen's margins to the prospect of continued shale gas production. The merchant generation margins at ExGen could decrease as higher-priced hedges expire, which is evident in the drop in wholesale hedged gross margins. Still, forward prices do show a modest contango (future prices are above expected future spot prices). In addition, retail competition has increased, and ExGen has lowered its growth estimates. We believe retail contributions can mitigate the wholesale decline, given the potential for cost savings, volumes gained from the Constellation Energy Group Inc. merger, and acquisitions.

Financial Risk: Intermediate

Because of the decline in commodity prices, we expect ExGen's standalone FFO to debt ratio to hover near 34% in 2015. Although ExGen's cash flows are relatively more volatile compared with peers because of the larger base-load generation and exposure to energy pricing, the low variable cost (and highly depreciated nature) of its nuclear plants means that natural gas prices must stay below the current level of \$2.75 per million Btu before its FFO to debt falls below 23% on a persistent basis.

Capital spending requirements remain significant between 2015 and 2016 at almost \$3.4 billion for ExGen. Although utility capital spending tends to be funded through rate-base additions, unregulated generation must recover the funding of its own capital requirements through capacity market prices (and energy margins, in Texas). Consolidated cash flow from operations will largely cover capital spending and dividends, resulting in only modest external financing needs. Still, incrementally lower gas prices would hurt ExGen's debt protection measures more than increases in debt financing or in operating and maintenance costs, through 2015.

At ExGen, we expect free operating cash flow to debt to remain positive even in 2015, when we expect financial measures to trough. We expect to see discretionary cash flow improve meaningfully thereafter. Despite the current pressure on energy prices, we expect ExGen to remain in the "intermediate" financial risk profile range during the next few years, even with a relatively aggressive dividend scheme, one which is heavily supplemented by contributions from the utility companies.

Liquidity: Strong

The short-term rating on Exelon and affiliates is 'A-2'. Standard & Poor's views liquidity across the Exelon group of companies as "strong" in light of the debt maturity schedule and available credit facilities. Exelon has sufficient alternative liquidity sources to cover current liquidity needs, including ongoing capital requirements, moderate capital spending, and upcoming debt maturities.

As of June 30, 2015, Exelon, ExGen, Commonwealth Edison Co. (ComEd), PECO Energy Co., and Baltimore Gas & Electric Co. had revolving credit facilities of \$500 million, \$5.8 billion, \$1 billion, \$600 million, and \$600 million, respectively. These facilities expire 2018 and 2019. The facilities were largely available at that time, except for \$503 million of commercial paper outstanding at ComEd, as well as certain letters of credit outstanding.

On a stand-alone basis, ExGen also has "strong" liquidity; its sources of cash, including cash on hand, cash flow, and revolving credit facility capacity exceed uses—including amortization and capital spending—by more than 1.5x during the next 24 months.

Principal Liquidity Sources	Principal Liquidity Uses
<ul style="list-style-type: none"> • FFO of nearly \$6 billion in 2015. • Credit facility availability of about \$6 billion. • Cash on hand of about \$6 billion, much of which is to fund the PHI acquisition. • Nonseasonal working capital inflows of about \$400 million. 	<ul style="list-style-type: none"> • Dividend payments of almost \$1.1 billion annually • Capital spending and maintenance and environmental costs of more than \$6 billion during the next 12 months. • Debt maturities of \$2.2 billion. • PHI acquisition costs.

Ratings Score Snapshot

Corporate Credit Rating

BBB/Stable/A-2

Business risk: Satisfactory

- **Country risk:** Very low
- **Industry risk:** Moderately high
- **Competitive position:** Satisfactory

Financial risk: Intermediate

- **Cash flow/Leverage:** Intermediate

Anchor: bbb

Modifiers

- **Diversification/Portfolio effect:** Neutral (no impact)

- **Capital structure:** Neutral (no impact)
- **Financial policy:** Neutral (no impact)
- **Liquidity:** Strong (no impact)
- **Management and governance:** Strong (no impact)
- **Comparable rating analysis:** Neutral (no impact)

Stand-alone credit profile : bbb

- **Group credit profile:** bbb
- **Entity status within group:** Core (no impact)

Related Criteria And Research

Related Criteria

- Criteria – Corporates: Key Credit Factors For The Unregulated Power and Gas Industry, March 28, 2014
- Methodology and Assumptions: Liquidity Descriptors For Global Corporate Issuers, Jan 2, 2014
- Criteria - Corporates - General: Corporate Methodology, Nov. 19, 2013
- Criteria - Corporates - General: Corporate Methodology: Ratios And Adjustments, Nov. 19, 2013
- Group Rating Methodology, Nov. 19, 2013
- Methodology: Management And Governance Credit Factors For Corporate Entities And Insurers, Nov. 13, 2012

Business And Financial Risk Matrix						
Business Risk Profile	Financial Risk Profile					
	Minimal	Modest	Intermediate	Significant	Aggressive	Highly leveraged
Excellent	aaa/aa+	aa	a+/a	a-	bbb	bbb-/bb+
Strong	aa/aa-	a+/a	a-/bbb+	bbb	bb+	bb
Satisfactory	a/a-	bbb+	bbb/bbb-	bbb-/bb+	bb	b+
Fair	bbb/bbb-	bbb-	bb+	bb	bb-	b
Weak	bb+	bb+	bb	bb-	b+	b/b-
Vulnerable	bb-	bb-	bb-/b+	b+	b	b-

**Constellation Energy Gas Choice, LLC
Application Form for Parties Wishing to Offer, Render,
Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania
Attachment 7b Part 1 - Page 9**

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CE FUNDINGCO MONEY POOL TERMS

THESE CE FundingCo Money Pool Terms (the "Terms") are made, effective as of February 1, 2012, by and among CE FundingCo, L.L.C, a limited liability company organized under the laws of the State of Delaware ("FundingCo"), and each of the other entities party hereto.

WHEREAS, Constellation Energy Group, Inc. ("Constellation") and Exelon Corporation ("Exelon") have agreed to a merger ("Merger").

WHEREAS, "Parent" shall mean Constellation prior to the effective date of the Merger, and shall mean Exelon on and after the effective date of the Merger.

WHEREAS, FundingCo and each of the undersigned direct or indirect subsidiaries of Parent or its successor companies (each a "Participant" or collectively the "Participants") wish to execute these Terms to evidence the terms of their participation in the FundingCo Money Pool (defined below).

WHEREAS, pursuant to and in accordance with an Assignment and Assumption Agreement dated February 1, 2012 by and between Constellation and FundingCo (the "Assignment Agreement"), FundingCo has agreed to accept and assume those certain master demand notes as listed in the Assignment Agreement ("Master Demand Notes"), and their underlying debt and credit obligations ("Obligations") from Constellation.

WHEREAS, FundingCo and certain Participants party to the Master Demand Notes wish to cancel the Master Demand Notes and to execute the Terms to evidence the Obligations as so assumed by FundingCo.

NOW, THEREFORE, in consideration for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

CANCELLATION OF NOTES; ACKNOWLEDGMENT AND RELEASE

1. FundingCo and each Participant party to a respective Master Demand Note hereby consents to, acknowledges and agrees that such Master Demand Note is hereby canceled, and that the Obligations under such Master Demand Note shall become Obligations pursuant to the terms of the Terms. Each Participant party to a Master Demand Note hereby releases FundingCo from its respective Master Demand Note.

GENERAL TERMS

2. Each of the undersigned Participants anticipates entering into one or more loans with FundingCo from time to time as either a borrower or a lender (the "FundingCo Money Pool"). Any such loans between a Participant, on the one hand, and FundingCo, on the

other hand, shall be subject to these Terms. New direct or indirect subsidiaries of Parent or its successors, which may come into existence after the effective date of these Terms, may become additional Participants and subject to these Terms by signing an acknowledgment that such subsidiary agrees to be bound by these Terms.

3. Constellation shall act as administrator ("Administrator") of (but not a Participant in) the FundingCo Money Pool. Upon the effective date of the Merger, Exelon Business Services Company, LLC ("EBSC") shall act as Administrator of (but not a Participant in) the FundingCo Money Pool. Administrator shall track amounts contributed to and amounts borrowed from the FundingCo Money Pool, as well as interest due or interest payable to Participants. The loans will not be documented by separate promissory notes. Absent manifest error, the books and records maintained by Administrator shall govern with respect to all aspects of the FundingCo Money Pool. Administrator will administer the FundingCo Money Pool on an "at cost" basis. Separate records shall be kept by Administrator for the FundingCo Money Pool and any other money pool administered by Administrator.

4. Each Participant shall determine each business day the amount of surplus funds it has available for contribution to the FundingCo Money Pool ("Surplus Funds"). FundingCo may borrow funds from non-FundingCo Money Pool sources in order to make additional funds available for contribution to the FundingCo Money Pool ("FundingCo Funds").

OPERATION OF THE FUNDINGCO MONEY POOL

5. Each Participant may contribute its Surplus Funds to the FundingCo Money Pool by notifying Administrator. FundingCo may also contribute FundingCo Funds to the FundingCo Money Pool by notifying Administrator.

6. Each Participant may withdraw any of its Surplus Funds from the FundingCo Money Pool at any time by notifying Administrator. FundingCo may withdraw its FundingCo Funds at any time from the FundingCo Money Pool by notifying Administrator.

7. All short-term debt requirements of Participants will be met by Surplus Funds in the FundingCo Money Pool to the extent such funds are available. All Participants may also meet their short-term debt requirements through FundingCo Funds made available to the FundingCo Money Pool. The aggregate amount of all loans requested by any Participant shall not exceed the applicable borrowing limits set forth in any applicable regulatory restrictions, resolutions of such Participant's Board of Directors, such Participant's governing corporate documents, and agreements binding on such Participant.

8. All borrowings, including any accrued interest, made through the FundingCo Money Pool whether from Surplus Funds or from FundingCo Funds shall be payable on demand.

9. Interest on borrowings and investments made through the FundingCo Money Pool shall accrue daily at the short-term monthly applicable federal rate as published each

month by the Internal Revenue Service. All loans may be prepaid by the borrowing Participant without penalty.

EVENT OF DEFAULT

10. If any Participant shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Participant seeking to adjudicate it bankrupt or insolvent, then Administrator, on behalf of the FundingCo Money Pool, may, by notice to the Participant, terminate the FundingCo Money Pool's commitment to the Participant and/or declare the principal amount then outstanding of, and the accrued interest on, the loans and all other amounts payable to the FundingCo Money Pool by the Participant hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby waived by each Participant.

TERMINATION

11. Any Participant may terminate its participation in the FundingCo Money Pool at any time by notice to Administrator. A Participant's participation in the FundingCo Money Pool shall automatically terminate at such time as such Participant is no longer a member of the Parent holding company system. All outstanding borrowings of such exiting Participant, together with all accrued interest thereon, are immediately due and payable upon termination of participation.

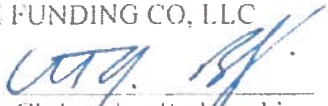
PLACE OF PAYMENT

12. All principal and interest hereunder are payable in lawful money of the United States of America at the offices of Administrator, which shall facilitate payment between the Participants and FundingCo.

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AGREED TO this 1st day of February, 2012.

CE FUNDING CO, LLC

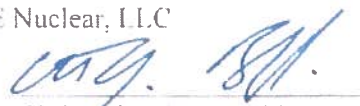

By: Christopher Budzynski
Its: Assistant Treasurer

PARTICIPANTS:

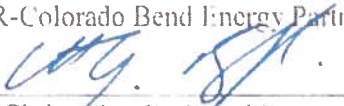
BGE Home Products & Services, LLC


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Its: Assistant Treasurer

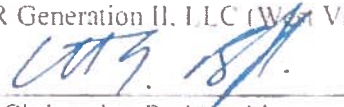
CE Nuclear, LLC


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Its: Assistant Treasurer

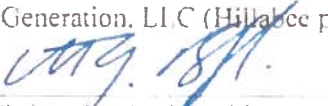
CER-Colorado Bend Energy Partners LP (fka Navasota Wharton Energy Partners LP)


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Its: Assistant Treasurer

CFR Generation II, LLC (West Valley plant)


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CFR Generation, LLC (Hillabee plant)


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CFR-Quail Run Energy Partners LP (Ika Navasota Odessa Energy Partners LP)



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Its: Assistant Treasurer

Constellation Energy Commodities Group, Inc.



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Its: Assistant Treasurer

Constellation Energy Control and Dispatch, LLC



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Constellation Energy Resources, LLC



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Its: Assistant Treasurer

Constellation Holdings, Inc.



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Constellation Investments, Inc.



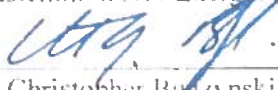
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Constellation Mystic Power, LLC



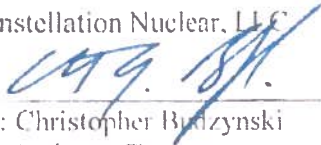
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Constellation NewEnergy, Inc



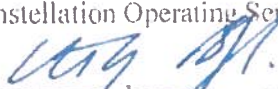
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Constellation Nuclear, LLC



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Constellation Operating Services



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Constellation Operating Services, LLC



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Constellation Power, Inc.



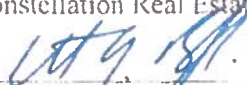
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Constellation Power Source Generation, Inc.

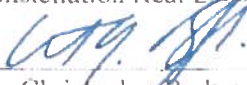


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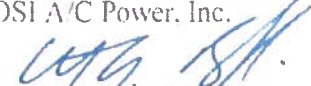
Constellation Real Estate Group, Inc.


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Its: Assistant Treasurer

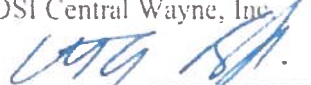
Constellation Real Estate, Inc.


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Its: Assistant Treasurer

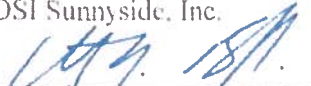
COSI A/C Power, Inc.


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COSI Central Wayne, Inc.


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Its: Assistant Treasurer


COSI Sunnyside, Inc.


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Criterion Power Partners, LLC


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Its: Assistant Treasurer

Handsome Lake Energy, LLC


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Its: Assistant Treasurer

MxEnergy Electric Inc.



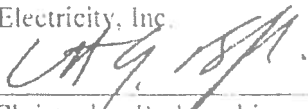
By: Christopher Budzynski
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MxEnergy Holdings Inc.



By: Christopher Budzynski
Its: Assistant Treasurer

Star Electricity, Inc.



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Its: Assistant Treasurer

Professional Summary of Mark Huston

Mark Huston is Constellation Energy Gas Choice, LLC's **President and Chief Executive Officer**. A 32-year veteran of the energy utility industry, Mr. Huston oversees Constellation's industry leading retail energy business and is responsible for marketing, sales, operations, fulfillment and product development of energy solutions in support of commercial, industrial and residential customers. Mr. Huston has overseen the development of Constellation's retail business into a national leader offering customers a range of solutions to manage energy related costs over time. He has been a leader in the retail business since 2006 and led a series of acquisitions which became the foundation for Constellation's retail business including AES NewEnergy, Alliance Energy Services, Kaztex Energy Management, Blackhawk Energy Services, StarTex Power, MXenergy, ONEOK Energy Marketing, and Integrys Energy Services. Mr. Huston's prior leadership positions at Constellation include: Co-President of Customer Supply overseeing competitive retail and wholesale businesses; VP of Electric Transmission & Distribution for BGE overseeing the design, engineering, construction and operations for the utility's electric system; VP Corporate Strategy & Development overseeing strategy and acquisitions. Huston began his Constellation career as a summer student/scholarship recipient in 1981 and worked as a co-operative engineering student until joining the company full time in 1986. Huston received a bachelor's degree in mechanical engineering under the co-operative education program from the University of Maryland, College Park and a master's degree in applied management from the University of Maryland, University College.



**CONSTELLATION ENERGY GAS CHOICE, INC. (LICENSE NUMBER A-125050)
CONSUMER CONTRACT AND DISCLOSURE STATEMENT OF TERMS OF SERVICE
PENNSYLVANIA NATURAL GAS SUPPLY SERVICE**

Purchase of Natural Gas Supply Service. Constellation Energy Gas Choice, Inc. ("Constellation") agrees to sell, and you agree to buy, your full requirements for natural gas supply service for your home or business at the price and on the terms and conditions specified in this Consumer Contract and Disclosure Statement and in your Enrollment Form or Welcome Letter (collectively, the "Contract"). Price and other terms of this Contract are subject to change as provided below. Constellation reserves the right to revoke its natural gas offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has entered into this Contract. The words "we", "us" and "our" refer to Constellation. Constellation is an independent seller of natural gas supply service licensed by the Pennsylvania Utility Commission ("PUC") and is not representing or acting on behalf of Columbia Gas of Pennsylvania (the "NGDC"), any governmental bodies, or consumer groups. You will receive written notification from the NGDC confirming a pending switch of your natural gas supply service to Constellation if Constellation isn't your current supplier.

Term. The initial term of the Contract will be for the term indicated on your Enrollment Form or Welcome Letter (the "Initial Term"), beginning on the starting date that is the next meter read date after the NGDC processes your enrollment (the "Starting Date"). Your switch to Constellation as your natural gas supplier may take up to two (2) billing cycles to take effect.

Right of Rescission. You may cancel this Contract without incurring any fee within three (3) business days after receiving this Contract (the "Rescission Period") by calling our customer care center at (800) 785-4373, sending an email to feedback@constellation.com or submitting a written cancellation request to P.O. Box 4911, Houston, TX 77210. Upon your cancellation of this Contract during the Rescission Period, you will continue to be supplied by the NGDC.

Pricing. Constellation's price may be higher or lower than the NGDC's posted rate:

- **Fixed Price:** Your fixed price is <<\$X.XXX>> per therm and will not change during the Initial Term except as set forth in "Change in Pricing and Other Terms" below. This price includes commodity charges (as defined below) but does not include distribution charges (as defined below).
- **Monthly Variable Price.** This Contract may be renewed pursuant to the "Renewal" section below at a Monthly Variable Price, if indicated by the renewal notices sent by Constellation. A Monthly Variable Price is a variable price that changes for each calendar month during which we serve your account. For any NGDC that pro-rates between months, if a billing cycle spans across multiple calendar months, the NGDC will apply the applicable Monthly Variable Prices pro-rated based on the NGDC's billing methodology. You may obtain the Monthly Variable Price for the previous month by calling Constellation at (800) 785-4373. Your Monthly Variable Price will be set in our discretion and may vary from month to month based on our assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and NGDC pricing. Your Monthly Variable Price may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in our discretion that may vary from month to month. The Monthly Variable Price for any calendar month will not exceed 150% of the Monthly Variable Price for the preceding calendar month (prior to the effect of any NGDC pro-rata billing methodology). Your Monthly Variable Price may be higher or lower than the price offered in the initial or any prior month. Savings are not guaranteed.

Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services.

Key Pricing Definitions.

Commodity charges - The charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms). Commodity charges include estimated total state taxes but do not include State Sales Tax and county tax.

Distribution charges - The charges for the delivery of natural gas from the point of receipt into the NGDC's system.

Guarantee Period for Residential Customers. If you are a residential customer, you may terminate this Contract without incurring an early termination fee within ninety (90) days after entering into it (the "Guarantee Period") by notifying the NGDC that you would like to return to NGDC service. You must also notify us in writing or by calling our customer care center at (800) 785-4373. Upon your termination of this Contract during the Guarantee Period, we will return you to being supplied by the NGDC at your next available meter read date and you will remain responsible for payment for natural gas and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Guarantee Period has expired without you terminating our Contract.

Renewal. THIS CONTRACT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION. Unless

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terminated earlier as provided in the "Termination" section, if you have a fixed term agreement with us that is longer than three (3) months and it is approaching the expiration date, we will send you advance written notices at about ninety (90) days and sixty (60) days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about ninety (90) days and sixty (60) days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications. However, if the change in terms notice is for a reduction in the price of the commodity charges, Constellation will send only one written notice at least sixty (60) but not more than ninety (90) days prior to the effective date of the price change. UNLESS YOU NOTIFY US THAT YOU DON'T WANT TO RENEW THIS CONTRACT IN WRITING OR BY CALLING US AT (877) 997-9995 NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU RECEIVE THE SECOND CONTRACT RENEWAL NOTICE, YOU WILL BE DEEMED TO HAVE IRREVOCABLY AND UNCONDITIONALLY AGREED TO RENEW THIS CONTRACT AS A MONTH-TO-MONTH CONTRACT ON THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOU MAY, HOWEVER, TERMINATE THE MONTH-TO-MONTH CONTRACT AT ANY TIME WITHOUT INCURRING AN EARLY TERMINATION FEE, AT WHICH TIME WE WOULD RETURN YOUR ACCOUNT AT THE NEXT APPLICABLE METER READ DATE TO BEING SUPPLIED BY THE NGDC UNLESS YOU HAVE SELECTED ANOTHER NATURAL GAS SUPPLIER.

Initiation of Service. THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION TO CHANGE YOUR NATURAL GAS SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE CONSTELLATION TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. Constellation will begin providing natural gas supply service to you on the next applicable meter read date after the NGDC processes your enrollment and your service will continue throughout the term of this Contract. The NGDC will notify you of the date on which your natural gas supply service from Constellation will begin. Constellation's natural gas supply service will be delivered to your residence or business using the NGDC's natural gas distribution system. Constellation's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a NGDC distribution customer throughout the term.

Billing and Payment. The cost of your natural gas supply service may be included on your bill from the NGDC, and if so, is due and payable when your NGDC bill is due at the billing address provided in your NGDC bill. You acknowledge that the NGDC may provide us with your billing and payment information. You will be invoiced for Constellation's charges under this Contract at the applicable price set forth in the "Pricing" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "Renewal" section above) multiplied by your natural gas usage as measured by the NGDC in therms during the applicable billing period. You agree to accept the measurements as determined by the NGDC for purposes of accounting for the amount of natural gas supply services provided by us under this Contract. If the NGDC is unable to read your meter, the NGDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the NGDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the NGDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the NGDC before we can serve you. Should the NGDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the natural gas to your home or business, from the NGDC consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of natural gas to you during the term of this Contract. Constellation reserves the right to change billing methods. If we change our billing methods, we will send you two (2) advance written notices at about ninety (90) days and sixty (60) days before the effective date of the change either in your bills or in separate mailing before the effective date of any such change.

Late or Insufficient Payment. When the NGDC issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the NGDC's late payment policies and procedures, including imposition of late fees, interest and other charges as described in the NGDC's filed tariff(s). If Constellation directly invoices you, you are required to pay our invoices by the due date set forth in the invoice, which will be twenty (20) days from the date the invoice was mailed. WE RESERVE THE RIGHT TO CHARGE YOU INTEREST FOR ANY PAST DUE INVOICE AMOUNT AT 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS. IN ADDITION, YOU AGREE TO PAY US OUR COSTS INCURRED IN COLLECTING AMOUNTS OWED US, INCLUDING REASONABLE ATTORNEY'S FEES AND RETURNED CHECK CHARGES. IF YOU MAKE A PAYMENT FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE, WE MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT WE MAY HAVE AGAINST YOU AND WE MAY APPLY IT TO YOUR ACCOUNT(S) AS A PARTIAL PAYMENT. IN ADDITION, IF YOU FAIL TO REMIT PAYMENT IN A TIMELY FASHION, YOU AUTHORIZE US TO REPORT THE DELINQUENCY TO ONE OR MORE CREDIT REPORTING AGENCIES.

Credit. Constellation reserves the right to determine if your credit standing is satisfactory for originating or continuing natural gas supply service under this Contract. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation to perform a credit check on you.

Termination. Constellation may terminate this Contract for any nonpayment or any other breach of this Contract upon thirty (30) days' prior written notice to you of such termination. If you fail to cure within the thirty (30) day notice period, we may terminate the Contract even if you subsequently cure the nonpayment or breach after such period has expired. Constellation may also terminate this Contract upon thirty (30) days' prior written notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. In addition, we reserve the right to reject your enrollment or terminate this Contract if: you fail to meet or maintain satisfactory credit standing as determined by us; you fail to meet minimum or maximum threshold consumption levels as determined by us; you move within or outside of the NGDC's service territory or you fail to remain a NGDC distribution customer throughout the term under the applicable rate class; you fail to be eligible for NGDC consolidated billing throughout the term; you rescind your authorization for release of information provided in the "Information Release Authorization" section below; or

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you provide any false, inaccurate or misleading information to Constellation or the NGDC. You may cancel this Contract during the Rescission Period in accordance with the "Right of Rescission" section above without incurring an early termination fee. In addition, Residential Customers may terminate this Contract during the Guarantee Period in accordance with the "Guarantee Period for Residential Customers" section above without incurring an early termination fee. YOU MAY ALSO TERMINATE THIS CONTRACT PRIOR TO THE END OF THE APPLICABLE TERM FOR YOUR CONVENIENCE BY GIVING US NOT LESS THAN THIRTY (30) DAYS' PRIOR WRITTEN NOTICE, IN WHICH CASE UNLESS OTHERWISE REQUIRED BY LAW YOU WILL BE CHARGED A TERMINATION FEE. IF YOU ARE A RESIDENTIAL OR SMALL BUSINESS CUSTOMER (CONSUMING LESS THAN 300 THERMS PER YEAR), THE TERMINATION FEE WILL BE \$150. IF YOU ARE A NON-RESIDENTIAL CUSTOMER THAT CONSUMES MORE THAN 300 THERMS PER YEAR, THE TERMINATION FEE WILL BE THE GREATER OF (i) \$150, or (ii) AN AMOUNT EQUAL TO THE VOLUME OF GAS YOU WOULD HAVE USED DURING THE REMAINING TERM MULTIPLIED BY THE POSITIVE DIFFERENCE, IF ANY, BETWEEN YOUR PRICE SET FORTH IN THIS CONTRACT AND THE MARKET PRICE OF GAS AT THE TIME OF TERMINATION. IN ADDITION, YOU WILL BE CHARGED A TERMINATION FEE AS DESCRIBED ABOVE IF WE TERMINATE THIS CONTRACT AS A RESULT OF ANY NONPAYMENT OR OTHER BREACH OF THIS CONTRACT OR IF YOU PROVIDE ANY FALSE, INACCURATE OR MISLEADING INFORMATION. Upon any termination of this Contract, you will return to receiving default service from the NGDC unless you have selected another natural gas supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including payment for natural gas charges incurred under this Contract prior to the effective date of termination including any applicable termination fee. The delivery of natural gas to you cannot be terminated or interrupted by the NGDC as a result of any dispute between Constellation and you but may be terminated by the NGDC for nonpayment of NGDC charges in accordance with applicable law. The NGDC will continue to respond to any service calls and emergencies and switching to Constellation will not impact your natural gas supply service reliability. If the NGDC purchases the right to receive your payments under this Contract, your payment obligations may become NGDC charges for purposes of termination of service.

Assignment, Address Change. CONSTELLATION MAY ASSIGN, SUBCONTRACT OR DELEGATE ALL OF ANY PART OF OUR RIGHTS AND/OR OBLIGATIONS UNDER THIS CONTRACT, INCLUDING YOUR PAYMENT OBLIGATIONS UNDER THIS CONTRACT, WITHOUT YOUR CONSENT, SUBJECT TO ANY APPLICABLE NOTICE REQUIRED BY LAW. YOU MAY NOT ASSIGN ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS CONTRACT WITHOUT OUR PRIOR WRITTEN CONSENT. If you move, you may terminate our Contract by contacting us. You will be responsible for paying for all natural gas supplied to your old address until the date this Contract is terminated in accordance with its terms.

Change in Pricing and Other Terms. In addition to Constellation's right to revise the price, terms and conditions of this Contract as provided in the "Renewal" section above, this Contract may be revised at any time by Constellation upon the occurrence of any event beyond its reasonable control that materially increases the obligations of Constellation or the cost of performing such obligations under this Contract. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about ninety (90) days and sixty (60) days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications. You will have an opportunity to terminate this Contract without any further obligation by notifying us in writing within thirty (30) days after the date of the second notice of the new prices and/or terms and conditions, in which case your natural gas supply service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess a termination payment.

Information Release Authorization. Throughout the term, you authorize Constellation to obtain information from the NGDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on your NGDC bill, billing and payment information from the NGDC. You authorize Constellation to release such information, with the exception of your telephone number, to third parties that need to know such information in connection with your natural gas supply service and to Constellation's affiliates and subcontractors, provided that you may restrict the information that Constellation may release to third parties, to be limited either to (a) your historical billing data from the NGDC, or to (b) all private customer information including name, billing address, service address, rate class, rate subclass, account number, and historical billing data. You may request that release of your information be restricted to either of these options by phone, email, or mail according to the contact information provided below. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Contract in the event these authorizations are rescinded.

Dispute Resolution. If you have a billing or other dispute involving our service, please contact Constellation's Customer Service Department by phone, mail, or email, using the information listed below. Constellation will make every effort to resolve all customer complaints within five (5) business days of receipt. You may contact the Pennsylvania Public Utility Commission if you are not satisfied after contacting Constellation. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute.

Delivery Point and Taxes. We will deliver natural gas to an existing or future point of interconnection between your NGDC distribution system and a third party pipeline supplying natural gas to the NGDC (the "Delivery Point"). Title and risk of loss related to natural gas transfer to you at the Delivery Point and you will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to your home or business. "Taxes" means all taxes, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on you or that Constellation passes through to you, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional

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**Constellation Energy Gas Choice, LLC - Application Form for Parties Wishing to Offer, Render, Furnish,
or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania - Attachment 9 Appendix E**

amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity.

Limitation of Liability; Jury Trial Waiver. You agree that neither Constellation nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the NGDC, which include maintenance of pipelines and systems, service interruptions, loss or termination of service, deterioration of natural gas supply services, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate natural gas supply service on the date specified herein due to any failure or delay in enrolling you with the NGDC. Constellation's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding twelve (12) months. In no event will Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. **BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.**

Force Majeure. If something happens that is beyond Constellation's reasonable control that prevents us from performing our obligations under this Contract, then we will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the NGDC; curtailment, disruption or interruption of natural gas distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the NGDC.

Miscellaneous. Except with respect to Constellation's affiliates and subcontractors under the "Limitation of Liability; Jury Trial Waiver" section, there are no third party beneficiaries of this Contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, and the provisions contained in the "Limitation of Liability; Jury Trial Waiver" section above, will survive expiration or termination for any reason. This Contract constitutes the entire agreement between you and Constellation. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding.

Contact Information. **CONSTELLATION ENERGY GAS CHOICE, INC.'S NATURAL GAS SUPPLIER LICENSE NUMBER IS A-125050.** Should you have any questions about your Constellation contract or Constellation charges on your invoice, please contact us between the hours of 8:00 a.m. and 6:00 p.m. eastern time on weekdays, except holidays. Our toll-free number is (800) 785-4373. We can be reached by email at: feedback@constellation.com or by mail at: Constellation Energy Gas Choice, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210. Please contact us at this address to provide all notices under this Contract and contact us at this address, email or phone number to resolve any disputes regarding this Contract. The Pennsylvania Utility Commission can be reached by mail at P.O. Box 3265, Harrisburg, PA 17105-3265, or by phone at (888) 782-3228 and their website address is <http://www.puc.state.pa.us/>. You may contact the PUC if after discussing with us you are not satisfied with these terms and conditions. For information about universal service programs, please call Columbia Gas of Pennsylvania at [number for universal service information].

EMERGENCY. IN AN EMERGENCY I SHOULD IMMEDIATELY CALL COLUMBIA GAS OF PENNSYLVANIA AT (888) 460-4332 AND LOCAL EMERGENCY PERSONNEL AT 911.

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APPLICATION AFFIDAVIT

Commonwealth/State of Maryland
County of Baltimore City

Bryan Wright, Affiant, being duly sworn/affirmed according to law, deposes and says that he/she is the Chief Financial Officer (Office of Affiant) of **Constellation Energy Gas Choice, LLC**; That he/she is authorized to and does make this affidavit for said Applicant;

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

That **Constellation Energy Gas Choice, LLC**, the Applicant herein, has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

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

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

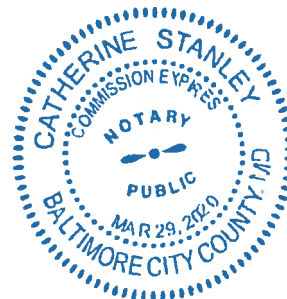
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Bryan L. Wright
Signature of Affiant

Sworn and subscribed before me this 31st day of March, 2016.

Catherine Stanley
Signature of official administering oath

My commission expires March 29, 2020.



OPERATIONS AFFIDAVIT

Commonwealth/State of Maryland
County of City of Baltimore

Bryan Wright, Affiant, being duly sworn/affirmed according to law, deposes and says that he/she is the Chief Financial Officer (Office of Affiant) of **Constellation Energy Gas Choice, LLC**; That he/she is authorized to and does make this affidavit for said Applicant;

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

That **Constellation Energy Gas Choice, LLC**, the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That **Constellation Energy Gas Choice, LLC**, the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28 shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

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

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

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

Constellation Energy Gas Choice, LLC
Application Form for Parties Wishing to Offer, Render,
Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania
Appendix B – Page 2

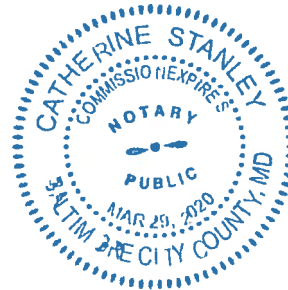
That the facts above set forth are true and correct/true and correct to the best of his/her knowledge,
information, and belief.

Bryan P. Winyard
Signature of Affiant

Sworn and subscribed before me this 3rd day of March, 2016.

Catherine Stanley
Signature of official administering oath

My commission expires March 29, 2020.



PROOF OF PUBLICATION

In

THE ERIE TIMES-NEWS

COMBINATION EDITION

Stephen Baker
325 North Saint Paul Street
Suite 2650
Dallas TX 75201

REFERENCE: 89373 193795
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Tom Mezler, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, a true and correct copy of which is attached, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 04/06/16

TOTAL COST: \$409.00 AD SPACE: 0 Lines

PENNSYLVANIA PUBLIC UTILITY COMMISSION
NOTICE

Application of Constellation Energy Gas Choice, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania

Constellation Energy Gas Choice, LLC will be filing an application with the Pennsylvania Public Utility Commission (PUC) for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas and (2) a broker/marketer engaged in the business of providing natural gas services. Constellation Energy Gas Choice, LLC proposes to sell natural gas and related services in the Columbia, PECO, Peoples Natural Gas, Philadelphia Gas Works, and UGI Utilities service areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Constellation Energy Gas Choice, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Constellation Energy Gas Choice, LLC's attorney at the address listed below.

By and through Counsel: Holly R. Smith
Constellation Energy Gas Choice, LLC
100 Constellation Way, Suite 500C
Baltimore, MD 21202
TEL: 410-470-3713
FAX: 410-470-2600
Stephen Baker, Legal Compliance

Sworn to and subscribed before me this 10th day of April 2016

Affiant: Tom Mezler

NOTARY: Barbara J. Moore

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara J. Moore, Notary Public
City of Erie, Erie County
My Commission Expires March 23, 2020
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

The Patriot News

LEGAL AFFIDAVIT

INV#: 0007625422



Remit Payment to:
PA Media Group
Dept 77571
P.O. Box 77000
Detroit, MI 48277-0571

STEPHEN BAKER
325 N ST PAUL STREET STE 2650
DALLAS, TX 75201

Name:STEPHEN BAKER

Sales Rep: Marianna Aldridge

Account Number:1000756539
INV#: 0007625422

Page 1 of 2


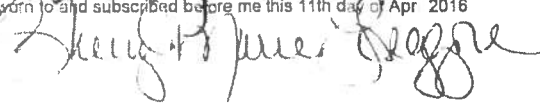
Date	Position	Description	P.O. Number	Ad Size	Total Cost
04/05/2016	Misc Legal Notice PA	PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE Application of		1 x 47 L	221.29

Commonwealth of Pennsylvania,) ss
County of Cumberland)

See Ad Content on following page

Amy Kotula being duly sworn, deposes that he/she is principal clerk of the PA Media Group; that The Patriot News is a newspaper published in the city of Mechanicsburg, County of Cumberland, and this notice is an accurate and true copy of ad(s) as printed in said newspaper on the following date(s)

The Patriot News 04/05/2016


Sworn to and subscribed before me this 11th day of Apr 2016


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sheryl Marie Leggere Notary Public
Hampden Twp., Cumberland County
My Commission Expires July 16, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CALL 717-255-8213

Date	Position	Description	P.O. Number	Ad Size	Total Cost
04/05/2016	Misc Legal Notice PA	PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE Application of		1 x 47 L	221.29

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of Constellation Energy Gas Choice, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

Constellation Energy Gas Choice, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Constellation Energy Gas Choice, LLC proposes to sell natural gas and related services in the Columbia, PECO, Peoples Natural Gas, Philadelphia Gas Works, and UGI Utilities service areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Constellation Energy Gas Choice, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Constellation Energy Gas Choice, LLC's attorney at the address listed below.

By and through Counsel:
Holly R. Smith
Constellation Energy Gas Choice,
LLC
100 Constellation Way, Suite 500C
Baltimore, MD 21202
TEL: 410-470-3713
FAX: 410-470-2600

COMMONWEALTH OF PENNSYLVANIA }
County of Cambria } SS

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of Constellation Energy Gas Choice, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Constellation Energy Gas Choice, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3285, Harrisburg, PA 17105-3285. You should send copies of any protest to Constellation Energy Gas Choice, LLC's attorney at the address listed below.

By and through Counsel: Holly R. Smith
Constellation Energy Gas Choice, LLC
100 Constellation Way, Suite 500C
Baltimore, MD 21202
TEL: 410-470-3713
FAX: 410-470-2600

published in
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of The Joh
the subject
said public

On this 18th day of April A.D. 2016, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Classified Advertising Manager of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

of Cambria, and Commonwealth of Pennsylvania and matter published in said publication in the regular issues on April 6, 2016; and that the Affiant is not interested in all of the allegations as to time, place and character of

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Sworn and Subscribed before me this
18th day of April, 2016.

[Signature]

0.00 Lines @	\$2.50 per line	0.00
7.5 Inches @	\$25.00 per inch	187.50
Notary Fee		5.00
Clerical Fee		2.50
Total Cost		195.0

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Vivian Ohs, Notary Public
City of Johnstown, Cambria County
My Commission Expires Dec. 6, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

To The Tribune-Democrat, Johnstown, PA
For publishing the notice or publication
attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

_____ for publisher of _____
a newspaper of general circulation, hereby acknowledges receipt of the aforesaid
and publication costs and certifies that the same has been duly paid.

(Name of Newspaper)

By _____

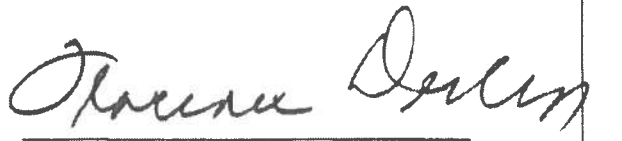
Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Florence Devlin being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

April 4, 2016

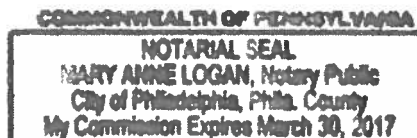
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.



Sworn to and subscribed before me this 4th day of
April, 2016.


Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE
Application of Constellation Energy Gas Choice, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public in The Commonwealth Of Pennsylvania.
Constellation Energy Gas Choice, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Constellation Energy Gas Choice, LLC proposes to sell natural gas and related services in the Columbia, PECO, Peoples Natural Gas, Philadelphia Gas Works, and UGI Utilities service areas under the provisions of the new Natural Gas Choice and Competition Act.
The PUC may consider this application without a hearing. Protections directed to the technical or financial fitness of Constellation Energy Gas Choice, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Constellation Energy Gas Choice, LLC's attorney at the address listed below.
By and through Counsel: Holly R. Smith
Constellation Energy Gas Choice, LLC
106 Constellation Way, Suite 600C
Baltimore, MD 21202
TEL: 410-470-3713
FAX: 410-470-2900

Constellation Energy Gas Choice, LLC - Application Form for Parties Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania
Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss P. Reed, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

05 of April, 2016

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

P. Reed
PG Publishing Company

Sworn to and subscribed before me this day of:
April 05, 2016

Linda M. Gaertner

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Linda M. Gaertner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATEMENT OF ADVERTISING COSTS

EXELON
325 N SAINT PAUL ST STE 2650
Attn: Stephen Baker
DALLAS TX 75201-3920

To PG Publishing Company

Total ----- \$472.50

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office
34 Boulevard of the Allies
PITTSBURGH, PA 15222
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By Samuel J. Arbulina
Samuel J. Arbulina

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Application of Constellation Energy Gas Choice, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer Broker Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public in The Commonwealth of Pennsylvania.

Constellation Energy Gas Choice, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Constellation Energy Gas Choice, LLC proposes to sell natural gas and related services in the Columbia, PECO, Peoples Natural Gas, Philadelphia Gas Works, and J&J Utilities service areas under the provisions of the new Natural Gas Choice and Competitive Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Constellation Energy Gas Choice, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 2265 Harrisburg, PA 17105-2265. You should order copies of my protest to Constellation Energy Gas Choice, LLC's attorney at the address listed below.

By and through Counsel Holly R. Smith, Constellation Energy Gas Choice, LLC, 100 Constellation Way, Suite 500C, Baltimore, MD 21202, TEL: 410-470-2713, FAX: 410-470-2400

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

CONSTELLATION ENERGY
STEPHEN BAKER
325 NORTH ST PAUL ST., STE 265 DALLAS TX 75201

Account # 615900
Order # 81916995
Ad Price: 242.05

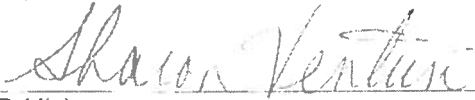
LEGAL NOTICE PENNSYLVANIA
Gina Krushinski

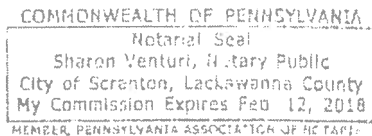
Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

04/04/2016

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true

Sworn and subscribed to before me
this 4th day of April A.D., 2016


(Notary Public)



LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Application of Constellation Energy Gas Choice, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

Constellation Energy Gas Choice, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Constellation Energy Gas Choice, LLC proposes to sell natural gas and related services in the Columbia, PECO, Peoples Natural Gas, Philadelphia Gas Works, and UGI Utilities service areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Constellation Energy Gas Choice, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Constellation Energy Gas Choice, LLC's attorney at the address listed below

By and through Counsel:
Holly R. Smith
Constellation Energy
Gas Choice, LLC
100 Constellation Way, Suite 500C
Baltimore, MD 21202
TELEPHONE: 410-470-3713
FAX: 410-470-2800

PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT
 SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA
 COUNTY OF LYCOMING

SS:

Bernard A. Oravec Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport Sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

April 5, 2016

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

**PENNSYLVANIA
 PUBLIC UTILITY
 COMMISSION
 NOTICE**
 Application of Constellation Energy Gas Choice, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketed Broker Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Constellation Energy Gas Choice, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3285, Harrisburg, PA 17105-3285. You should send copies of any protest to Constellation Energy Gas Choice, LLC's attorney at the address listed below.

By and through Counsel:
 Holly R. Smith
 Constellation Energy Gas Choice, LLC
 100 Constellation Way,
 Suite 500C
 Baltimore, MD 21202
 TEL: 410-470-3713
 FAX: 410-470-2600

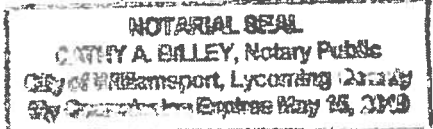
THE SUN-GAZETTE
 and certifies that the

same have been fully paid.

Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me
 the 20th day of April 2016
Cathy A. Balley
 Notary Public



STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette Company, Dr:	
For publishing the notice attached hereto on the above state dates.....	\$ 280.80
Probated same.....	\$
Total.....	\$ 280.80

RECEIPT FOR ADVERTISING COSTS

acknowledges receipt of the aforesaid advertising and publication costs

SUN-GAZETTE COMPANY

BY Bernard A. Oravec