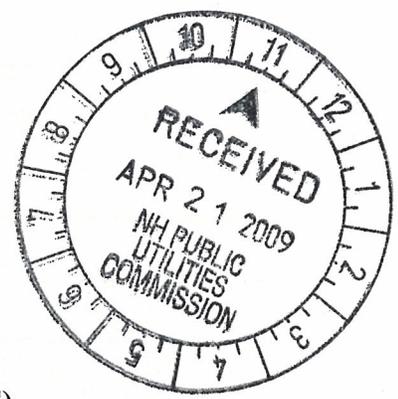


DM 09-074

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION



SAMPLE APPLICATION FORM FOR:

THE REGISTRATION OF

COMPETITIVE ELECTRIC POWER SUPPLIERS (CEPS)

NOTE: When completing this application electronically, using the "tab" key after addressing each item will move the cursor to the next item. Please note that there are certain attachments to be included with this application.

This signed application, together with an electronic copy on diskette, pursuant to Puc 202, shall be filed with the Executive Director and Secretary of the New Hampshire Public Utilities Commission (Commission). Any omissions and/or deficiencies which need to be corrected will be completed in a timely manner or the Commission may close this proceeding without prejudice.

1. Please check the appropriate box: ORIGINAL NOTICE RENEWAL NOTICE

2. Applicant's legal name: Constellation NewEnergy, Inc.

3. Trade name(s) under which the applicant will operate: N/A

4. Business address: (1) 800 Boylston Street
(2) 28th Floor
(3) _____
Boston (City) MA (State) 02199 (Zip Code)

5. Principal place of business: 750 E. Pratt Street, Baltimore MD 21202

6. Telephone number: 410.470.3582

7. Facsimile number: 410.470.2600

8. Email address: CNERetailCompliance@constellation.com

9. Applicant's place of incorporation: Delaware

10. Name, title, business address, telephone number and facsimile number of the applicant's principal officers: (File this on a separate page(s) labeled "Exhibit A")

DISTRIBUTED

11. A copy of the applicant's most recent audited financial statement: (Attach as "Exhibit B")

12. The following regarding any affiliate and/or subsidiary of the applicant or N/A:

(a) The name and business address of the entity: _____

Please see attachment.

(b) A description of the business purpose of the entity: _____

The listed entities are electricity suppliers and provide related retail electricity functions.

(c) A description of the nature of any agreement with an affiliated New Hampshire jurisdictional electric company:

N/A

13. The toll free telephone number of the customer service department: 866.237.7693
OR the name, title and toll free telephone number of the customer service contact person:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
(Name)	(Title)	(Telephone Number)

14. For the individual responsible for responding to Commission inquiries:

(a) Name: Joseph Donovan

(b) Title: Senior Counsel

(c) Business address: 111 Market Place, 5th Floor, Baltimore MD 21202

(d) Telephone number: 410.470.3582

(e) Facsimile number: 410.470.2600

(f) Email address: Joseph.Donovan@constellation.com

11. A copy of the applicant's most recent audited financial statement: (Attach as "Exhibit B")

12. The following regarding any affiliate and/or subsidiary of the applicant or N/A:

(a) The name and business address of the entity: _____

Please see attachment.

(b) A description of the business purpose of the entity: _____

The listed entities are electricity suppliers and provide related retail electricity functions.

(c) A description of the nature of any agreement with an affiliated New Hampshire jurisdictional electric company:

N/A

13. The toll free telephone number of the customer service department: 866.237.7693
OR the name, title and toll free telephone number of the customer service contact person:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
(Name)	(Title)	(Telephone Number)

14. For the individual responsible for responding to Commission inquiries:

(a) Name: Joseph Donovan

(b) Title: Senior Counsel

(c) Business address: 111 Market Place, 5th Floor, Baltimore MD 21202

(d) Telephone number: 410.470.3582

(e) Facsimile number: 410.470.2600

(f) Email address: Joseph.Donovan@constellation.com

Joseph

15. For the applicant's registered agent in New Hampshire for service of process:

(a) Name: CT Corporation System

(b) Title: N/A

(c) Business address: 9 Capitol Street, Concord NH 03301

(d) Telephone number: N/A

16. When filing an ORIGINAL application, a copy of the applicant's authorization to do business in New Hampshire from the New Hampshire Secretary of State: (Attach as "Exhibit C")

17. A description of the geographic areas of New Hampshire in which the applicant intends to provide service, described by a distribution company's existing franchise area, existing town boundaries, or a map with the boundary limits delineated:

No change from original filing. Please see original application.

18. A description of the types of customers the applicant intends to serve and the customer classes as identified in the applicable utility's tariff within which those customers are served:

No change from original filing. Please see original application.

19. A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity. (Check the appropriate box)

Not Applicable

Applicable (See "Exhibit D" for explanation)

20. A statement as to whether any of the applicant's principals, as listed in (a) through (c) below, have ever been convicted of any felony that has not been annulled by a court.

(a) For partnerships, any of the general partners;

(b) For corporations, any of the officers or directors; or

(c) For limited liability companies, any of the managers or members. (Check the appropriate box)

Not Applicable

Applicable (See "Exhibit E" for explanation)

21. A statement as to whether the applicant or any of the persons listed in (19) above has, within the 10 years immediately prior to registration:

(a) Had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

(b) Settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

(c) Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation. (Check the appropriate box)

Not Applicable

Applicable (See "Exhibit F" for explanation)

22. For those applicants intending to telemarket, a statement that the applicant shall:

(a) Maintain a list of consumers who request being placed on a do-not-call list for the purposes of telemarketing;

(b) Obtain, no less than semi-annually, access to updated telephone preference services lists maintained by the Direct Marketing Association; and

(c) Not initiate calls to New Hampshire customers who have either requested being placed on do-not-call lists or customers who are listed on the Direct Marketing Association's telephone preference lists.

CNE has no intentions of launching a telemarketing campaign in the state of New Hampshire at

the present time. However, if these plans change, CNE will adhere to all provisions of applicable

law and will notify the CEPA of its intentions.

23. For those applicants that intend not to telemarket, a statement to that effect:

See above statement.

24. A sample of the bill form(s) that the applicant intends to use or a statement that the applicant intends to use the transmission/distribution company's billing service (Attach as "Exhibit G").

25. A copy of each contract to be used for residential and small commercial customers or a statement that electricity will not be sold to those customers (Attach as "Exhibit H").

26. A statement certifying that the person completing the application has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete (Attach as "Exhibit I").

27. Each CEPS applicant shall provide the following in or with its application:

(a) Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between regulated distribution companies and CEPS in the form of:

- (i) A statement from each electric distribution company with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange (Attach as "Exhibit J"); and
 - (ii) A statement from each electric distribution company with which the CEPS intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability (Attach as "Exhibit K").
- (b) Evidence, including but not limited to proof of membership in the New England Power Pool (NEPOOL) or any successor organization or documentation of a contractual sponsorship relationship with a NEPOOL member, that the CEPS is able to obtain supply in the New England energy market (Attach as "Exhibit L").
- (c) A \$500.00 registration fee.
- (d) Evidence of financial security, as follows (Attach as "Exhibit M"):
- (i) The security shall be in the form of a surety bond or other financial instrument showing evidence of liquid funds, such as a certificate of deposit, an irrevocable letter of credit, a line of credit, a loan or a guarantee.
 - (ii) The security amount shall be the greater of \$100,000 or 20% of the CEPS's estimated gross receipts for its first full year of operation, not including revenue from the provision of transition or default service and shall not exceed \$350,000.00.
 - (iii) The security shall name the Commission as obligee.

NOTE: When the security amount required for CEPS is based on gross receipts, the CEPS shall annually adjust the amount of the security based on its gross receipts, not including revenues from the provision of transition and default service.

28. The CEPS shall notify any transmission and distribution utility doing business in an area where the CEPS intends to compete of its registration application at the time it files such application with the Commission (Attach a copy of these notifications as "Exhibit N").
29. The CEPS shall confirm with the transmission and distribution utility that it has successfully completed its registration upon receipt of approval from the Commission (Forward a copy of these confirmations to the Commission).
30. An electronic copy of this notice of intent (on diskette) is included. YES NO

NOTE:

- Each CEPS shall notify the Commission of any changes to the information required in this section within 30 days following the effective date of the change.
- The CEPS registration period shall run for 2 years.
- Each CEPS shall re-register with the Commission every 2 years on or before its original registration anniversary date by filing with the Commission an application for renewal. If a CEPS fails to meet its re-filing obligation, the original registration shall expire.

- The CEPS shall include on each renewal application an update noting any changes to all information contained in the previous application.
- The CEPS shall include with its renewal application a re-registration fee of \$250.00.
- Unless additional time is required to review the application and the Commission extends the review period, a registration application shall be deemed to have been approved 60 days after receipt by the Commission of the completed application.
- This application and all future correspondence should be sent to:

Ms. Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 S. Fruit St, Suite 10
Concord, NH 03301-2429

31. Preparer's Name and Title: Stuart Rubenstein, Chief Operating Officer for CNE

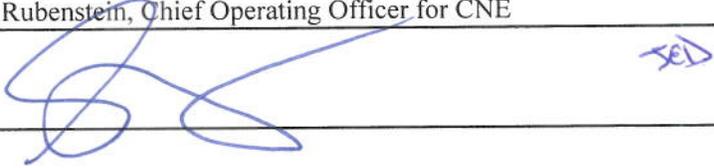
32. Preparer's Signature: 

Exhibit A: CNE Officers and Directors

Corporate Officers

Michael Kagan
President & CEO
800 Boylston St, 28th Flr
Boston, MA 02199
617-772-7533
617-772-7550 Fax
michael.kegan@constellation.com

Jonathan W. Thayer
CFO
111 Market Place, 6th Flr
Baltimore, MD 21202
410-470-3450
410-470-6200 Fax
jack.thayer@constellation.com

Stuart R. Rubenstein
COO
111 Market Place, 5th Flr
Baltimore, MD 21202
410-468-3430
410-468-3540 Fax
stuart.rubenstein@constellation.com

Reese K. Feuerman
Treasurer
750 East Pratt Street, 16th Flr
Baltimore, MD 21202
410-470-3233
Reese.feuerman@constellation.com

Charles A. Berardesco
Secretary
750 Pratt Street, 17th Flr
Baltimore, MD 21202
410-470-3011
410-470-5741 Fax
charles.berardesco@constellation.com

Randall D. Osteen
Assistant Secretary
111 Market Place, 5th Flr
Baltimore, MD 21202
410-470-3121
410-468-3499 Fax
randall.osteen@constellation.com

Corporate Directors

Mark P. Huston
111 Market Place, 12th Flr
Baltimore, MD 21202
410-470-2846
mark.huston@constellation.com

Kathleen W. Hyle
750 East Pratt Street, 15th Flr
Baltimore, MD 21202
410-470-3387
kathleen.hyle@constellation.com

Edward J. Quinn
111 Market Place, 12th Flr
Baltimore, MD 21202
410-470-3130
edward.quinn@constellation.com

Exhibit B:

Please see the enclosed CD containing an electronic copy of Constellation Energy Group, Inc.'s 10-K Annual Report.

Exhibit C:

Constellation NewEnergy Inc. is filing an application renewal.

Exhibit D: Constellation NewEnergy, Inc.							
Region	Complainant Name	Complainant Business	Category	Complaint Number	Date Received	Date Responded	Resolution
Texas	Josie Bowen	G.S. Apartment Properties Inc	Rates/Charges	CP2008030156	03/03/08	03/21/08	Texas PUC has determined no violation
Texas	Kathy Moore	West Texas Petroleum	Deposits/Refunds	CP2008040532	04/09/08	04/24/08	Texas PUC has determined no violation
Texas	Debbie Chamberlain	City State Bank of Palacios	Discontinuance	CP2008041287	04/22/08	04/25/08	Texas PUC has determined no violation
Texas	Debra Boniuk	Boniuk Interests	Rates/Charges	CP2008050739	05/12/08	05/27/08	Texas PUC has determined no violation
Texas	Lou Farber	Boniuk Interests	Rates/Charges	CP2008050781	05/12/08	05/27/08	Texas PUC has determined no violation
Texas	Clayton Duwall	Kensington Club I	Slamming	CP2008072361	07/22/08	07/29/08	Texas PUC has determined no violation
Texas	Susan Boyles	The Vintage Apartments	Rates/Charges	CP2008072754	07/24/08	08/04/06	Texas PUC has determined no violation
Texas	Hugh Ferguson	Damon Volunteer Fire Department	Customer Service	CP2008080431	08/06/08	08/14/08	Texas PUC has determined no violation
Calif	John Wiederkehr	Certified Metal Crafts	Billing	08-06-3177 Residential	10/14/2008	10/28/2008	Texas PUC has determined no violation
Texas	Don Derrick	An Tech	Discontinuance	CP2008121414	12/18/2008	12/19/2008	Texas PUC has determined no violation
Texas	John Hayward	Queen Isabel Inn	Rates/Charges	CP2009030806	3/9/2009	3/30/2009	Texas PUC has determined no violation
Texas	Lane Tran	Queenland Corp.	Rates/Charges	CP2009032088	3/25/2009	4/9/2009	Texas PUC has determined no violation
Texas	Michael O'Gorman	Michael O'Gorman	No Bill Received	CP2009032135	3/25/2009	4/15/2009	pending
Illinois	Meghan Aberle	Forrest Convenience dba Jamie's Market	Service	5517006324	3/27/2009	4/7/2009	pending

Exhibit G:

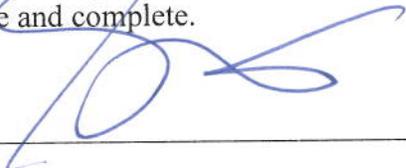
There is no change from the original filing. Please see original application.

Exhibit H:

There is no change from the original filing. Please see original application.

Exhibit I:

Under penalty of perjury, the undersigned hereby affirms that he/she is authorized to and hereby does make this re-application for Constellation NewEnergy, Inc. and that based upon personal knowledge and information, the contents of this Application renewal are truthful, accurate and complete.



April 20, 2009

Stuart Rubenstein
Chief Operating Officer - CNE

Exhibit J:

Please see original application.

Exhibit K:

Please see original application.

Exhibit L:

Please see original application.

Exhibit M:

Please see the attached Letter of Credit as evidence of financial security.

GUARANTY

IN CONSIDERATION of and in order to induce the New Hampshire Public Utilities Commission (the "Commission") to issue a retail electric supplier license to Constellation NewEnergy, Inc. ("CNE"), Constellation Energy Group, Inc. (the "Guarantor") hereby unconditionally guarantees the full and faithful payment of all of the obligations of CNE that are now due or may hereafter become due and payable to the Commission or to customers of CNE located in New Hampshire (collectively, the "Obligations").

This Guaranty shall be a continuing guaranty of payment and not of collection. It shall remain in full force and effect until the earlier of (i) January 31, 2010 or (ii) fifteen (15) days following written notice from Guarantor to Commission. However, termination of this Guaranty shall not affect Guarantor's liability to Commission under this Guaranty with respect to Obligations which have accrued or been incurred prior to the effective date of such termination. The maximum aggregate liability of Guarantor under this Guaranty is limited to the amount of US Three Hundred Fifty Thousand Dollars (\$350,000.00). By acceptance of this guaranty, the Commission agrees that this guaranty replaces, supercedes and renders null and void the guaranty dated March 31st, 2008, from the Guarantor to the Commission in the maximum aggregate liability of US Three Hundred Fifty Thousand Dollars (\$350,000.00).

If CNE fails to pay the Obligations and Commission has elected to exercise its rights under this Guaranty, then the Commission shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount CNE has failed to pay and an explanation of why such payment is due, with a specific statement that Commission is calling upon Guarantor to pay under this Guaranty. The Payment Demand shall also include the bank account and wire transfer information to which the funds should be wire transferred. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that payment is due under the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until CNE or Guarantor has cured the default, and additional written demands concerning such default shall not be required until such default is cured. Upon receipt of such Payment Demand, Guarantor shall cause to pay or to be repaid to the Commission via wire transfer of funds, free of any deductions or withholdings, all Obligations due to the Commission pursuant to this Guaranty within fifteen (15) days after receiving such Payment Demand from the Commission.

Guarantor shall not be discharged or released from its obligations hereunder by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of CNE or by any defense which CNE may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. If at any time any payment of any of the Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of CNE or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be at such time as though such payment had not been

made. The Guarantor reserves the right to assert defenses which CNE may have to payment of any Obligation other than defenses arising from the bankruptcy or insolvency of CNE and other defenses expressly waived hereby.

Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of action by the Commission against, and any other notice to CNE, Guarantor or others.

Guarantor hereby represents and warrants that: (i) it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland and has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Guaranty; (ii) no authorization, approval, consent or order of, or registration or filing with any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and (iii) Guarantor has duly executed and delivered this Guaranty and this Guaranty constitutes a valid and legally binding obligation of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

Communications made by personal delivery, or by mail shall be effective upon actual receipt. Communications made by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours.

All communications to the Commission shall be directed to:

Debra Howland
Executive Director
New Hampshire Public Utilities Commission
21 S. Fruit St., Suite 10
Concord, NH 03301-2429

Phone: (603) 271-1164

or such other address as the Commission shall from time to time specify to Guarantor.
All communications to Guarantor shall be directed to:

Constellation Energy Group, Inc.
Attn: Assistant Treasurer
100 Constellation Way, Suite 1600P
Baltimore, Maryland 21202

Fax: (410) 470-5680

With copies provided to CNE:

Constellation NewEnergy, Inc.
100 Constellation Way, Suite 1200C
Baltimore, MD 21202
Attn: Tracy Conroy

Phone: 410-470-1859
Fax: 410-223-3194

and

100 Constellation Way, Suite 1200C
Baltimore, MD 21202
Attn: Sonia Sidlak

Phone: 410-470-1941
Fax: 410-223-3194

or such other address as Guarantor shall from time to time specify to Commission.

This Guaranty constitutes the entire agreement of Guarantor with respect to matters set forth herein. Guarantor may not assign this Guaranty without the prior written consent of the Commission, which consent shall not be unreasonably withheld, provided that any such assignee shall assume all Obligations of CNE accrued or incurred prior to the date of such assignment. Any assignment as provided for herein shall terminate Guarantor's liability with respect to all Obligations under this Guaranty, whether accrued, contingent or otherwise.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE, DISREGARDING, HOWEVER, ANY CONFLICT OF LAWS PROVISIONS.

If any one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall, nevertheless, remain in full force and effective.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on this 23rd day of January, 2009.

Guarantor: Constellation Energy Group, Inc.

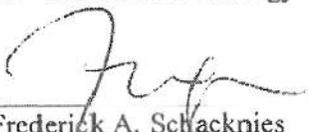
By: 
Name: Frederick A. Schacknies
Title: Assistant Treasurer

Exhibit N:

All transmission and distribution utilities were notified at the time of the original filing. Please see original application for copies of these notifications.

Retail Affiliates of Constellation NewEnergy, Inc. (as of 1/27/09)			POWER
STATE	ADDRESS	DOCKET/LICENSE	NATURAL GAS POWER & GAS
BGE Home Products & Services			
MD	750 East Pratt Street, Baltimore MD 21202	IR-228	
Constellation NewEnergy, Inc.			
AZ	750 E. Pratt Street, 17th Floor, Baltimore MD 21202	138160	
CA	750 E. Pratt Street, Baltimore MD 21202	1359	
CT	750 E. Pratt Street, 17th Floor, Baltimore MD 21202	99-11-14	
DC	100 Constellation Way, Suite 1200 C, Baltimore MD 21202	EA01-5	
DE	100 Constellation Way, Suite 1200 C, Baltimore MD 21202	00-162	
FERC	750 E. Pratt Street, 14th Floor, Baltimore MD 21202	ER96-1387-000	
IL	750 E. Pratt Street, 17th Floor, Baltimore MD 21202	99-0447/03-0325	
MA	100 Constellation Way, Suite 1200 C, Baltimore MD 21202	CS-015/CS-030	
MD	750 E. Pratt Street, 17th Floor, Baltimore MD 21202	IR-500	
ME	100 Constellation Way, Suite 1200C, Baltimore MD 21202	1999-809/2000-989	
MI	3060 Commerce Dr., Suite 2, Fort Gratiot, MI 48049	U13660/U-14867	
NH	800 Boylston St., 28th Floor, Boston, MA 02199	DM08-060	
NJ	100 Constellation Way, Suite 1200C, Baltimore MD 21202	PEL-0016	
NY	111 Market Place, Suite 500, Baltimore, MD 21202	N/A	
OH	550 W. Washington Blvd., Suite 300, Chicago IL 60661	00-003-1/00-003-2	
ONTARIO	205 Richmond St. West, Suite 705, Toronto, Ontario, M5V1V3	2003-0069/EW-2003-0112	
OR	750 E. Pratt Street, Baltimore MD 21202	Order 02-031/02-777	
PA	111 Market Place, Suite 500, Baltimore, MD 21202	A-110036	
RI	800 Boylston St., 28th Floor, Boston, MA 02199	D-96-6(e)	
TX	750 E. Pratt Street, 16th Floor, Baltimore MD 21202	10014	
VA	750 E. Pratt Street, Baltimore MD 21202	E-11A	
Constellation Energy Products & Services Group, Inc. (f/k/a Constellation Energy Source, LLC)			
MD	7129 Ambassador Road, Baltimore, MD 21244	IR-585	
TX	750 E. Pratt Street, 16th Floor, Baltimore MD 21202	Aggregator 80070	
Constellation Energy Commodities Group Maine LLC (f/k/a Constellation Power Source Maine, LLC)			
ME	100 Constellation Way, Suite 1200C, Baltimore MD 21202	2001-652, 2002-64	
Constellation Energy Commodities Group Massachusetts LLC (f/k/a Constellation Power Source Massachusetts, LLC)			
MA	750 East Pratt Street, 17th Floor, Baltimore, MD 21202	CS-015	
Constellation Energy Commodities Group New Hampshire, LLC (f/k/a Constellation Power Source New Hampshire, LLC) (inactive)			
NH	750 East Pratt Street, 17th Floor, Baltimore, MD 21202	N/A	
Constellation NewEnergy, Inc.			
DC	100 Constellation Way, Suite 1200C, Baltimore MD 21202	GA03-05	
Constellation NewEnergy-Gas Division, Inc.			
IA	750 E. Pratt Street, 17th Floor, Baltimore MD 21202	CGP-01-8, amended certificate No. G-0010 (June 13, 2003) and G-0010 (March 22, 2004), CGP-02-04 (Certificate G-0016)	
MD	9960 Corporate Campus Drive, Suite 2000, Louisville, KY 40223	IR-655	
NY	111 Eighth Avenue, New York NY 10011	Letter dated August 11, 2004	
PA	9960 Corporate Campus Drive, Suite 2000, Louisville, KY 40223	A-125095	