



December 21, 2016

New Hampshire Public Utilities Commission  
Executive Director  
21 South Fruit Street, Suite 10  
Concord, NH 03301

Re: Constellation Energy Services, Inc.'s Application for Renewal to be a  
Competitive Electric Power Supplier in the State of New Hampshire

Dear Executive Director:

Constellation Energy Services, Inc. has a current registration as a competitive electric power supplier in New Hampshire, which is set to expire in February 2017. Please find enclosed the following information for our renewal:

- Original Application for renewal and two copies
- Check for \$250 renewal fee
- Confidential aggregator report

If there are any questions or additional information required regarding Constellation Energy Services' application for renewal please contact Amy Klaviter at 312-681-1855 or by email at [amy.klaviter@constellation.com](mailto:amy.klaviter@constellation.com).

Sincerely,

A handwritten signature in blue ink that reads "Cathleen Tighe".

Cathleen Tighe  
Executive Administrative Coordinator

Enclosures

cc: [executive.director@puc.nh.gov](mailto:executive.director@puc.nh.gov)

**Constellation Energy Services, Inc.'s Renewal Application to become a Competitive Electric Power Supplier in the State of New Hampshire**

- 1. The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address:**  
Constellation Energy Services, Inc.  
[www.constellation.com](http://www.constellation.com)
- 2. The applicant's business address, telephone number, e-mail address, and website address, as applicable:**  
1310 Point Street  
Baltimore, MD 21231  
Telephone: 800-536-1349  
Email: [TEGEAMNewEngland@constellation.com](mailto:TEGEAMNewEngland@constellation.com)  
Website: [www.constellation.com](http://www.constellation.com)
- 3. The applicant's place of incorporation, if anything other than an individual:**  
Wisconsin, October 12, 1994  
*(no change from previous application)*
- 4. The name(s), title(s), business address(es), telephone number(s) and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual:**  
See Exhibit 1
- 5. The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:**

  - a. The name, business address and telephone number of the entity:**
  - b. A description of the business purpose of the entity:**
  - c. A description of any agreements with any affiliated New Hampshire utility:**  
Constellation Energy Services, Inc.'s affiliate, Constellation NewEnergy, Inc., conducts business in New Hampshire. Constellation NewEnergy, Inc. is also a retail electric supplier. We are not affiliated with a New Hampshire utility.
- 6. The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available:**  
1-888-288-0218  
*(no change from previous application)*
- 7. The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries:**  
For Complaints: Yolanda Shanks, Manager, 1221 Lamar Street, Suite 750, Houston, TX 77010, Telephone: (800) 536-1349 Email: [TEGEAMNewEngland@constellation.com](mailto:TEGEAMNewEngland@constellation.com)

For Regulatory: Amy Klaviter, Analyst, Legal Compliance, 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606, Telephone: (312) 681-1855, Email: [Amy.Klaviter@constellation.com](mailto:Amy.Klaviter@constellation.com)

- 8. The name, title, business address, telephone number, and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process:**  
Corporate Creations Network Inc.  
3 Executive Park Drive #201A  
Bedford, NH 03110  
Telephone: 603-369-3031
- 9. A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual:**  
See Exhibit 2
- 10. A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service:**  
Unitil (Unitil Corporation)  
Liberty Utilities (formerly Granite State)  
Eversource (Northeast Utilities)  
*(no change from previous application)*
- 11. 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:**  
We intend to serve all types of customers in New Hampshire. Therefore, we would like to serve all rate classes (residential, commercial and industrial), which includes but is not limited to residential, domestic, general, and outdoor lighting rate schedules within Eversource, Liberty Utilities and Unitil.
- 12. A listing of the states where the applicant currently conducts business relating to the sale of electricity:**  
Connecticut, Delaware, District of Columbia, Illinois, Massachusetts, Maine, Maryland, Michigan, New Hampshire, New Jersey, Ohio, Pennsylvania, Rhode Island. In New York, we operate under a subsidiary Constellation Energy Services of New York, Inc.
- 13. 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.**

Connecticut 2015 – 0 complaints  
 Delaware 2015 – 0 complaints  
 District of Columbia 2015 – 0 complaints  
 Illinois 2015- 101 complaints – enrollment dispute, billing dispute, opt out with no fee, request to cancel not processed, collection call, terms and conditions unclear, adjustment not processed, enrollment not processed, do not call list  
 Massachusetts 2015 – 0 complaints  
 Maine 2015 - 0 complaints  
 Maryland 2015 – 0 complaints  
 Michigan 2015 – 6 complaints – enrollment dispute, terms and conditions unclear, opt out with no fee  
 New Hampshire 2015 – 0 complaints  
 New Jersey 2015 – 5 complaints - billing dispute, enrollment dispute  
 New York (under Constellation Energy Services of New York, Inc.) 2015 – 0 complaints  
 Ohio 2015 - 33 complaints – excessive calling, enrollment dispute, opt out with no fee, request to cancel not processed, terms and conditions unclear, billing dispute, door to door solicitations  
 Pennsylvania 2015 – 1 complaints – billing dispute  
 Rhode Island 2015 – 0 complaints

**14. A statement as to whether the applicant or 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, directors or controlling stockholders**
- c. For limited liability companies, any of the managers or members**

None of the principals of Constellation Energy Services or its subsidiaries have ever been convicted of any felony that has not been annulled by a court.

*(no change from previous application)*

**15. A statement as to whether the applicant or any of the applicant’s principals:**

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation**
- b. Has, within the 10 years immediately prior to registration, 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**

See Exhibit 3

**16. If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event:**

See Exhibit 3

- 17. 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 monthly updated do-not calls lists from the National Do Not Call Registry; and**
  - c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry:**  
Constellation Energy Services maintains a list of consumers who have requested to be placed on a do-no-call list for the purposes of telemarketing. Constellation Energy Services also obtains monthly updated do not call lists from the National Do Not Call Registry. Constellation Energy Services will not initiate calls to New Hampshire customers who have either requested being placed on the do-not-call lists or customers who are listed on the National Do Not Call Registry.
- 18. For those applicants that intend not to telemarket, a statement to that effect shall be provided;**  
N/A
- 19. A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service:**  
Constellation Energy Services uses the consolidated billing service of the local utility as well as direct billing to customers. See Exhibit 4 for a sample invoice sent to customers via direct billing.
- 20. A copy of each contract to be used for residential and small commercial customers:**  
See Exhibit 5.
- 21. A statement certifying that the applicant has the authority to file the applications on behalf of the CEPS and that its contents are truthful, accurate and complete.**  
See Certification Statement
- 22. The signature of the applicant or its representative.**  
See Certification Statement
- 23. Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and CEPS in the form of:**
- a. A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange; and**
  - b. A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability**  
See Exhibit 6.

Note: the statements are for WPS Energy Services, but the name change from WPS Energy Services to Integrys Energy Services to Constellation Energy Services is reflected in Exhibit 2.

**24. Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is 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:**  
See Exhibit 7.

**25. A \$250 re-registration fee:**  
Enclosed.

**26. Evidence of financial security:**  
See Exhibit 8.

Corporation Officers

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Date: 12/20/201

**Filed Documents**

(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Constellation Energy Services, Inc.	Legal
Constellation Energy Services, Inc.	Home State
WPS Energy Services, Inc.	Prev Legal
Integrus Energy Services, Inc.	Prev Legal
WPS ENERGY SERVICES, INC.	Prev Home State
Integrus Energy Services, Inc.	Prev Home State

**Corporation - Foreign - Information**

**Business ID:** 546862  
**Status:** Good Standing  
**Entity Creation Date:** 11/4/2005  
**State of Business.:** WI  
**Principal Office Address:** 9960 Corporate Campus Drive, Suite 2000  
 Louisville KY 40233  
**Principal Mailing Address:** 10 South Dearborn Street, 49th Floor  
 Chicago IL 60603  
**Last Annual Report Filed Date:** 4/5/2016 9:20:28 AM  
**Last Annual Report Filed:** 2016

**Registered Agent**

**Agent Name:** Corporate Creations Network Inc.  
**Office Address:** 3 Executive Park Drive 9  
 Bedford NH 03110

**Mailing Address:**

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

# State of New Hampshire Department of State

## AMENDED CERTIFICATE OF AUTHORITY OF

WPS Energy Services, Inc.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of WPS Energy Services, Inc. for an Amended Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to Integrys Energy Services, Inc. and attaches hereto a copy of the Application for such Amended Certificate.

Business ID#: 546862



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of February, 2007 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

STATE OF NEW HAMPSHIRE

Filing fee: \$35.00  
Use black print or type.

Form No. 42  
RSA 293-A:15.04

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY  
FOR PROFIT FOREIGN CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR AN AMENDED CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the corporation is: WPS Energy Services, Inc.

SECOND: The name the corporation is currently using in the state of New Hampshire is: WPS Energy Services, Inc.

THIRD: The state or country of incorporation is: Wisconsin

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: November 4, 2005

FIFTH: This application is filed for the following reason (complete all applicable items)

a. The corporation has changed its corporate name to: Integrys Energy Services, Inc.

b. The name the corporation will hereafter use in the state of New Hampshire is changed to: \_\_\_\_\_ (Note 1)

c. The corporation has changed its period of duration to: No Change

d. The corporation has changed the state or country of its incorporation to: No Change

Dated February 21, 2007

WPS Energy Services, Inc. (Note 2)

By *Barth J. Wolf* (Note 3)  
Signature of its Secretary

Barth J. Wolf  
Print or type name

920-433-1727  
Phone Number

bjwolf@wpsr.com  
Email Address

Mail fee and DATED AN  
GOOD STANDING ISSUED  
Corporation Division,  
NH 03301-4989.

State of New Hampshire  
Form 42 - Application for Amended Certificate of Authority 2 Page(s)



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te 4) to:  
Concord,  
42 Pg 2 V-1.0 3/05

United States of America  
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that

**INTEGRYS ENERGY SERVICES, INC.**

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 12, 1994.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on February 26, 2007.



A handwritten signature in black ink, appearing to read "Ray Allen".

RAY ALLEN, Deputy Administrator  
Division Of Corporate & Consumer Services  
Department of Financial Institutions

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Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfl.org/apps/ccs/verify/>

Enter this code: 36163-9CB3D864

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# State of New Hampshire Department of State

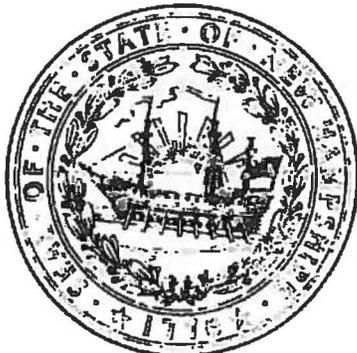
## AMENDED CERTIFICATE OF AUTHORITY OF

Integrys Energy Services, Inc.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of Integrys Energy Services, Inc. for an Amended Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to Constellation Energy Services, Inc. and attaches hereto a copy of the Application for such Amended Certificate.

Business ID#: 546862



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of April, 2015 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

Filed
Date Filed: 04/14/2015
Business ID: 646862
William M. Gardner
Secretary of State

Filing fee: \$35.00  
Use black print or type.

Form 42  
RSA 293-A:15.04

## APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporation hereby applies for an amended certificate of authority to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the corporation is: Integrus Energy Services, Inc.

SECOND: The name the corporation is currently using in the state of New Hampshire is: \_\_\_\_\_

Integrus Energy Services, Inc.

THIRD: The state or country of incorporation is: Wisconsin

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: November 4, 2005

FIFTH: This application is filed for the following reason (complete all applicable items);

a. The corporation has changed its corporate name to: \_\_\_\_\_

Constellation Energy Services, Inc.

b. The name the corporation will hereafter use in the state of New Hampshire is changed to: \_\_\_\_\_

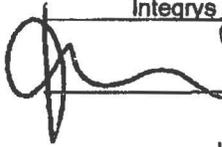
\_\_\_\_\_ (Note 1).

c. The corporation has changed its period of duration to: \_\_\_\_\_

d. The corporation has changed the state or country of its incorporation to \_\_\_\_\_

Integrus Energy Services, Inc. (Note 2)

(Corporate Name)



(Signature)

(Note 3)

Jessica Morales

(Print or type name)

Attorney in Fact

(Title)

(Note 3)

Date signed: April 1, 2015

DISCLAIMER: All public inspection in

Mail fee and DATE Concord NH 03301

State of New Hampshire  
Form 42 - Application for Amended Certificate of Authority 5 Page(s)



T1510546001

and will be available for

State, 107 North Main Street, 03301.

Form 42 (7/2012)

TEMPLATE  
2011

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Present Shall Come, Greeting:

I, GEORGE PETAK, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that an Amendment to the Articles of Incorporation was filed with this department March 3, 2015 with an effective date of April 1, 2015 changing the name of INTEGRYS ENERGY SERVICES, INC. to the present name of CONSTELLATION ENERGY SERVICES, INC.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on March 31, 2015.

*George Petak*

GEORGE PETAK, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions

BY: *Cathy Mickelson*

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Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

United States of America  
State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, GEORGE PETAK, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

**CONSTELLATION ENERGY SERVICES, INC.**

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 12, 1994.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on March 31, 2015.

A handwritten signature in cursive script that reads "George Petak".

GEORGE PETAK, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions

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Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfl.org/apps/ccs/verify/>

Enter this code: 151408-B57453C8

**CONSTELLATION NEWENERGY, INC.  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, Illinois 60603**

**April 10, 2015**

**New Hampshire Secretary of State  
Corporation Division, Department of State  
107 North Main Street  
Concord, New Hampshire 03301**

**RE: Consent to Use of Name – Constellation Energy Services, Inc.**

**To Whom It May Concern:**

**Constellation NewEnergy, Inc., a Delaware corporation with a qualification in the State of New Hampshire, allows and consents Integrys Energy Services, Inc. the use of the name Constellation Energy Services, Inc. in the State of New Hampshire.**

**Thank you for your attention to this matter. Please contact me if you have any concerns or issues, 312-394-3625.**

**Sincerely,**



**Lawrence Bachman  
Constellation NewEnergy, Inc. - Assistant Secretary**

**Limited Power of Attorney**

The undersigned officer of **Constellation Energy Services, Inc.**, a Wisconsin entity ("the Company"), appoints Jessica Morales as attorney-in-fact for the Company and its subsidiaries for the limited purposes authorized in this Limited Power of Attorney. Lauren Vadney, Special Secretary, grants to the attorney-in-fact the power to execute the documents necessary to change the registered agent, change of address, amendments, fictitious name registrations, fictitious name renewals, qualifications, annual reports, amended annual reports, initial reports, obtain tax clearance/compliance certificate(s), withdraw, dissolve, reinstate, convert or form the Company and its subsidiaries. The named individuals shall act in such office and with such authority as is required to effect the changes contemplated in this Limited Power of Attorney.

This Limited Power of Attorney expires on the earlier of (a) the filing of change of registered agents and/or change of address and/or amendments and/or fictitious name registrations and/or fictitious name renewals and/or qualifications and/or annual reports and/or amended annual reports and/or initial reports and/or withdraw and/or dissolve and/or formations and/or reinstate for the Company and its subsidiaries or (b) six months after the Effective Date set forth below. The Company may revoke this Power of Attorney at any time by written notice to Corporate Creations, 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410.

The undersigned has executed this Limited Power of Attorney effective as of this 1st day of April, 2015.

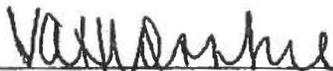
**Constellation Energy Services, Inc.**

By: 

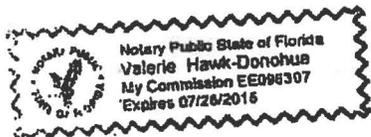
Name: Lauren Vadney  
Title: Special Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Subscribed and sworn to before me this 1st day of April, 2015.



Notary Public



### Exhibit 3

- In August 2010, Constellation NewEnergy, Inc. (“Constellation”) 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 Constellation’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 Constellation) 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 Constellation 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 (now known as Constellation Energy Power Choice, Inc., 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 (now known as Constellation Energy Gas Choice, Inc., 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 notes no findings of violations and MXenergy Inc. has no admission of wrongdoing. Constellation 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.(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.



<b>Customer Number</b>	<b>Invoice Number</b>	<b>Invoice Date</b>
██████████	██████████	11/17/2016
<b>Current Charges</b>	<b>Payment Due Date</b>	<b>Total Due</b>
\$405.55	12/07/2016	<b>\$405.55</b>



For billing inquiries, call 800-536-1349.

View and pay invoices online 24 hours a day, 7 days a week at <https://energymanager.constellation.com>

Thank you for your prompt payment. A finance charge of 1.50% per month may be assessed on all past due invoices.

STATEMENT ACTIVITY		
	Beginning Balance	\$508.97
11/09/2016	Payment Received - Thank you!	(508.97)
11/17/2016	Billing - Invoice ██████████	\$405.55
11/17/2016	<b>Total Balance Due By 12/07/2016</b>	<b>\$405.55</b>

**MESSAGES**  
Thank you for choosing Constellation Energy Services Inc. as your electric supplier.

SUMMARY: BILLING - Invoice ██████████				
Service Location	LDC Acct#	Service Period	Total Volume (kWh)	Total Amount
██████████	██████████	10/12/2016 - 11/08/2016	8,434.00	\$405.55
<b>Invoice Total</b>			<b>8,434.00</b>	<b>\$405.55</b>

PLEASE DETACH AND INCLUDE THIS STUB IF PAYING VIA CHECK

<b>Customer Number</b>	<b>Invoice Number</b>	<b>Payment Due Date</b>
██████████	██████████	12/07/2016
<b>Invoice Date</b>	<b>Total Due</b>	<b>Amount Enclosed</b>
11/17/2016	<b>\$405.55</b>	



Constellation Energy Services, Inc  
Suite 800  
1750 Elm Street  
Manchester, NH 03104

PLEASE USE THE FOLLOWING RELEVANT INFO FOR PAYMENT:  
PAYABLE TO: CONSTELLATION ENERGY SERVICES, INC  
ACHWIRE: US BANK, ABA 075000022 / ACCOUNT 121740451  
ACHWIRE NOTIFICATION: PAYMENTS@CONSTELLATION.COM



██  
CONSTELLATION ENERGY SERVICES, INC  
PO BOX 5474  
CAROL STREAM, IL 60197-5474



**Constellation.**

An Exelon Company

Customer Number	Invoice Number	Invoice Date
[REDACTED]	[REDACTED]	11/17/2016
Account Number	Service Period	
[REDACTED]	10/12/2016 - 11/08/2016	



In case of emergency, contact your local utility, Liberty Utilities (855)-349-9455

View and pay invoices online 24 hours a day, 7 days a week at <https://energymanager.constellation.com>

Thank you for your prompt payment. A finance charge of 1.50% per month may be assessed on all past due invoices.

**INVOICE DETAIL -- [REDACTED]**

Liberty Utilities # [REDACTED] - RDS (Retail Delivery Service) - Secondary - General Long Hour Service

**Current Constellation Energy Charges**

Energy-Metered Usage	8,434.00 kWh	
Losses-Distribution PT	590.38 kWh @ 0.00	\$0.00
Energy - Market Price	9,024.38 kWh @ 0.0449394	\$405.55
Congestion	0.00 kWh @ 0.00	\$0.00
Sub Total		\$405.55
Sales Tax Exempt	\$405.55	
<b>Total Current Constellation Energy Charges</b>		<b>\$405.55</b>

Agreement is Not  
Valid Unless  
Executed by Seller

**Constellation Energy Services, Inc.  
NH Small Commercial Electricity Supply Agreement**

Constellation Energy Services, Inc. ("Seller") and <<Buyer Name>> ("Buyer") (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of the date signed by Buyer (the "Effective Date"):

**Price:** For each billing cycle of Initial Term, Buyer shall pay the Fixed Rate per kWh identified in the Account Schedule, multiplied by the billing cycle usage for the Accounts. Both Parties recognize that Seller's charges include tariff charges that are set forth by the Utility, ISO-NE, the FERC, the PUC, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

**Initial Term; Renewal:** This Agreement shall become binding on the Effective Date, however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) successful enrollment by the Utility identified in the Account Schedule below (the "Utility") of the Utility accounts identified in Account Schedule below (the "Accounts") and (b) the passage of the Rescission Period (defined below) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility the Accounts, as determined by the Utility and the New Hampshire Public Utilities Commission ("PUC"), to take from a retail electric supplier, (ii) Seller's determination, in its sole discretion, of price availability and that Buyer meets Seller's credit standards, and (iii) the accuracy and completeness of the information submitted in the Account Schedule. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" as identified in Account Schedule below ("Initial Term"). The actual Start Date is dependent on the Utility successfully enrolling the Account(s) and furnishing Seller with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates identified in the Account Schedule below reflect Utility information available at that time or as otherwise estimated by Seller. The actual meter read dates may occur on or about the dates set forth herein. Seller will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If Seller is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled Utility meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. Seller shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by Seller, then Seller may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Seller will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$<Insert Holdover Rate>/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**After the Initial Term, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller** unless (i) terminated by Buyer giving Seller notice prior to the end of the Initial Term (provided it may take up to two billing cycles for Buyer to be de-enrolled from Seller's service with the Utility), (ii) terminated by Seller by giving 30 days written notice prior to the end of the Initial Term, or (iii) Buyer and Seller agree to a new price and term as evidenced by a fully executed agreement between the Parties. After the Initial Term, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party, provided that any such termination by Seller shall be effective 30 days after written notice is given to Buyer.

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**Billing and Payment:** Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Buyer authorizes the Utility to release data to Seller relating to Buyer's billing, usage, and payment data, including without limitation, to disclose to Seller on a periodic basis the status of the Buyer's Account as either subject to (1) a budget billing plan with the Utility; (2) a payment plan with the Utility; or (3) neither a budget billing plan nor a payment plan with the Utility. Seller's charges or credits not invoiced through the Utility (including early termination fees pursuant to Section 2 below shall be invoiced or credited, respectively, directly by Seller and the payment shall be due **20 days** after the invoice date. After the Initial Term, Seller may invoice Buyer's Accounts directly.

**Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**Certain Warranties.** You warrant and represent that the electricity supplied under this Agreement is not for use at a residence.

**Notices.** Notices may be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses as listed below. Either of us can change our address by notice to the other pursuant to this paragraph. Buyer may also provide notice by calling Seller between 8am and 7pm Monday through Friday Eastern Prevailing Time, except holidays, at 1-800-536-1349.

**Questions, Complaints and Concerns:** Buyer may contact Seller between 8am and 7pm Monday through Friday Eastern Prevailing Time, except holidays, at 1-800-536-1349. Seller's mailing address is 1221 Lamar St, Suite 750, Houston, Texas 77010 and its website is [www.constellation.com](http://www.constellation.com). In the event of a dispute, Buyer should contact Seller's customer service department to discuss the complaint. If the matter is not resolved or for other questions, Buyer may contact the New Hampshire Public Utilities Commission (NH PUC) by calling its Consumer Affairs Division at 1-800-852-3793 Monday through Friday between 8:00am and 4:30pm, or by writing to the PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429 by visiting <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>. If you do not wish to receive telemarketing calls, you may contact the Telephone Preference Service of the Direct Marketing Association and request to be put on a "do-not-call" list. The Direct Marketing Association website address is: <http://www.dmaconsumers.org/offtelephonenumberlist.html>.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
<Insert Utility Name>	<Insert Utility Abbreviation>	<Insert Contact Numbers>

**RESCISSION PERIOD: BUYER HAS (A) 3 BUSINESS DAYS FROM RECEIPT OF THE TERMS OF SERVICE DOCUMENT ("TOS") PROVIDED BY SELLER IF THE TOS ARE DELIVERED IN PERSON OR ELECTRONICALLY; OR (B) 5 BUSINESS DAYS FROM THE POSTMARK DATE OF THE TOS IF SENT BY US FIRST CLASS MAIL.**

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**CONSTELLATION ENERGY SERVICES, INC.**

**Customer: <Customer Name>**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: **Error! Reference source not found.**

Address: 1221 Lamar St. Suite 750  
 Houston, Texas 77010

Attention: Contracts Administration  
 Facsimile: (888) 829-8738  
 Telephone: (888) 635-0827

Name: \_\_\_\_\_  
 Title: **Error! Reference source not found.**  
 Date: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_  
 Facsimile: **Error! Reference source not found.**  
 Telephone: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Email Address:

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**FOR INTERNAL USE ONLY**

**\*This draft is preliminary and subject to further changes prior to release\***

## General Terms and Conditions

**1. Credit Requirements:** If at any time during the Initial Term Buyer fails to pay timely or fails to meet Seller's credit standards, Seller may request that Buyer pay a deposit within 3 business days of Seller's request in an amount not to exceed (a) two times the highest month's estimated invoice amount in the past 12 months, plus (b) any mark to market exposure associated with this Agreement. Interest will not be paid on cash deposits. If this Agreement is terminated, any deposit may be applied to past due amounts or outstanding invoices and any excess will be returned to Buyer (if applicable) once all obligations to Seller have been fully satisfied.

**2. Termination; Remedies:** Seller may terminate Buyer's service under this Agreement for non-payment with at least 10 business days' written notice. In the event (1) Buyer terminates this Agreement with respect to an Account by failing to take electricity for such Account before the end of the Initial Term (except as permitted in this Agreement) or (2) Seller terminates this Agreement as a result of Buyer's default under the terms of this Agreement, then Buyer shall pay an amount (that Seller will calculate using its reasonable judgment) equal to the positive difference (if any) between (a) the dollar amount Buyer would have paid to Seller under this Agreement had it not been terminated early and (b) the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, plus any amounts past due and any additional costs reasonably incurred by Seller. Seller shall act in good faith and in a commercially reasonable manner when determining the price at which power could have been resold. The Parties expressly acknowledge that if Buyer defaults, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.

**3. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

**4. Indemnification obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service,

deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

**5. Limitation on Liability.** Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**6. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

**7. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**8. Miscellaneous:** Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at

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**\*This draft is preliminary and subject to further changes prior to release\***

the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Seller may assign this Agreement, provided: (i) Seller gives Buyer at least fourteen (14) days prior written notice; (ii) such written notice informs Buyer that it may elect to (a) enroll with a different retail electric supplier or (b) return to Utility default service; and (iii) Seller receives all required regulatory approvals (if any). Buyer may assign this Agreement only with Seller's prior written consent and any attempted assignment without such consent shall be void. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties. By agreeing to the terms and conditions herein, each individual additionally warrants that he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency.

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**ACCOUNT SCHEDULE:**  
**For: <Customer Name>**

**The pricing set forth below is only valid until 5:00 PM Error! Reference source not found. on <Insert Date>**

**CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.**

**Please verify that your specific information is COMPLETE and ACCURATE.**

**Your review and acceptance of this information will help ensure accurate future invoices**

*Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

**TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888) 829-8738.**

No. of Service Accounts:

UDC	UDC Account Number	Service Address	Start Date	End Date	Fixed Rate (\$/kWh)

**FOR INTERNAL USE ONLY**

**Terms of Service for Electricity Supply ("TOS") from Constellation Energy Services, Inc. ("Seller")**

**Address of supplier:** 1221 Lamar Street, Suite 750, Houston, TX 77010

**Average price per kWh:** \$0.RATE per kWh, subject to changes a pursuant to the section titled "Price" in the Electricity Supply Agreement ("Agreement"). Seller's Fixed Rate does not include other costs, including the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and Taxes.

**Confidentiality:** Seller shall not release confidential customer information without written authorization from Buyer, unless otherwise required by law. "Confidential customer information" includes, without limitation, Buyer's name, address, e-mail address, telephone number, and any individual customer payment information.

**Deposit Requirements:** If at any time during the Initial Term Buyer fails to pay timely or fails to meet Seller's credit standards, Seller may request that Buyer pay a deposit within 3 business days of Seller's request in an amount not to exceed (a) two times the highest month's estimated invoice amount in the past 12 months, plus (b) any mark to market exposure associated with this Agreement. Interest will not be paid on cash deposits.

**Dispute Resolution:** To discuss a dispute, Buyer may contact Seller's customer service department between 8am and 7pm Monday through Friday Eastern prevailing time, except holidays, at 1-800-536-1349 to discuss a dispute or write to Seller at the address above. If the matter is not resolved or for other questions, Buyer may contact the New Hampshire Public Utilities Commission (NH PUC) by calling its Consumer Affairs Division at 1-800-852-3793 Monday through Friday between 8am and 4:30pm, or by writing to the PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 or by visiting its website at <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>.

**Do-Not-Call Registry:** The National Do Not Call Registry provides a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for 31 days. To file a complaint or to place your number on the list, visit <https://www.donotcall.gov>.

**Duration of Agreement:** From enrollment on or about the later of (a) the Month/Day/Year meter read or (b) the first meter read date following successful enrollment by the Utility, through the meter read on or about Month/Day Year. Your agreement will renew in accordance with the terms of the Agreement.

**Early Termination Fees:** During the Initial Term, if the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller is less than the Fixed Rate ("Positive Difference"), Seller's sole and exclusive remedy shall be that Buyer pay early termination fees in the amount of such Positive Difference multiplied by the remaining quantity for the remainder of the Initial Term.

**Payment Terms:** Since Seller's charges will appear on the utility's invoice, the due date, late payment charges, and other payment provisions shall be dictated by the terms of the applicable utility tariff. Please see the Utility's invoice for contact information.

**Rescission:** To rescind authorization, Buyer has (a) 3 business days from receipt of these TOS if the TOS are delivered in person or electronically or (b) 5 business days from the postmark date of these TOS if sent by US first class mail.

**Social Services Agencies and Programs available to eligible customers by third parties and not provided or administered by Seller:**

-Contact Community Action Committee at <http://www.nh.gov/oep/programs/fuelassistance/contact.htm>) for Fuel Assistance Program (Low Income Home Energy Assistance Program), Neighbor Helping Neighbor (Energy assistance), Electric Assistance Program (Assistance in paying your electric bill), Weatherization Assistance Program (Free and reduced-cost weatherization services)

-National Grid territory: visit [http://www2.nationalgridus.com/index\\_nh.jsp](http://www2.nationalgridus.com/index_nh.jsp) for Discount Rate, Fuel Assistance, Energy Efficiency Program, Neighbor Helping Neighbor Fund.

-PSNH territory: visit at <http://www.psnh.com> for Energy Star Lighting, Energy Star Appliance, Cost-Cutting, Energy Star rated systems, Net Metering, Incentives

-Unitil territory: visit <http://www.unitil.com> for Home Energy Assistance Program, Neighbor Helping Neighbor, Energy Star, Energy Lighting, Energy Appliance

Choosing to purchase electricity from a competitive supplier like Seller will result in the loss of any Electric Assistance Program discounts on the energy supply portion of Buyer's invoice.

**Please retain these TOS for your records**, which are required by the New Hampshire Code of Administrative Rules part 2004. Please see the Agreement for full details of the transaction. (TOS v. 02-2016 non-DMM)

# CERTIFICATE OF COMPLETION

This is to certify that a Representative of

**WPS Energy**

has attended and successfully completed the

**EDI TESTING**

Given this *8th* Day of *March, 2006*

UES New Hampshire

---

Host Utility Coordinator

# CERTIFICATE OF COMPLETION

Awarded to:

*WPS Energy Services, Inc.*

*This certificate of completion acknowledges that you have completed EDI system testing with  
National Grid in New Hampshire.*

3/8/06

*Date*

Kathleen S. Yetman

*Kathleen S. Yetman*

# Public Service of New Hampshire Certificate of Completion

*is hereby granted to:*

**WPS Energy Services, Inc.**

*to certify that they have completed to satisfaction*

**EDI Testing  
Supplier Training**

*Granted: March 24, 2006*



*Catalina J. Celentano, Supplier Services Analyst*

Exhibit 6





NEW ENGLAND POWER POOL

Current Members

HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS IMAPP

Pre-Printed Rosters:

**Sector Roster**  
 Abest Power & Gas, LLC  
 Acadia Center  
 Azushnet Company  
 Asir Power Services LLC  
 Ayera Energy LLC  
 Algonquin Energy Services Inc.  
 Ajitharaja Nickel LLC  
 Amabil Northwest LLC  
 Amerasco CT LLC  
 American PowerNet Management, LP  
 AmericaWide Energy, LLC  
 Ampersand Energy Partners LLC  
 Anbaric Management LLC  
 Anthony, Christopher M.  
 Antrim Wind Energy LLC  
 Archer Energy, LLC  
 Ashburnham Municipal Light Plant  
 Asprity Energy, LLC  
 Associated Industries of Massachusetts  
 Astral Energy LLC  
 Athens Energy LLC  
 Atlantic Energy MA, LLC  
 Awaysid Renewables, LLC  
 Backyard Farms, LLC  
 Backyard Farms Energy, LLC  
 Bath Iron Works Corporation  
 BEPC LLC d/b/a Great Eastern Energy  
 Beacon Falls Energy Park, LLC  
 Bear Swamp Power Company LLC  
 Belmont Municipal Light Department  
 Berkshire Power Company, LLC  
 Berlin Station, LLC  
 Black Bear Hydro Partners, LLC  
 Blackstone Hydro, Inc.  
 Bloom Energy Corporation  
 Blue Sky East, LLC  
 Blue Sky West, LLC  
 BlueRock Energy, Inc.  
 BNP Paribas Energy Trading GP  
 Boston Energy Trading and Marketing  
 Boylston Municipal Light Department  
 BP Energy Company  
 Braintree Electric Light Department  
 Brayton Point Energy, LLC  
 Bridgewater Power Company LP  
 Brookfield Energy Marketing Inc  
 Brookfield Energy Marketing LP  
 Brookfield Renewable Energy Mktg US  
 Brookfield White Pine Hydro LLC  
 Brown Bear II Hydro, Inc.  
 Bucksport Generation LLC  
 Burlington Electric Department  
 C N Brown Electricity, LLC  
 Calpine Energy Services LP  
 Calpine Energy Solutions LP  
 Canadian Wood Products Montreal Inc.  
 Canandigua Power Partners LLC  
 Capo Light Compact  
 Cargill Power Markets LLC  
 Castleton Commod. Merchant Trading  
 Centre Lane Trading Limited  
 Champion Energy Marketing LLC  
 Champlain VT, LLC  
 Chester Municipal Light Department  
 CH Power Marketing Inc.  
 Chicopee Municipal Lighting Plant  
 Choice Energy LLC  
 CinCorp V, LLC  
 Citigroup Energy Inc.  
 ClearChoice Energy, Inc.  
 Clear Choice Energy LLC  
 CLEANSILL Consulting Inc.  
 Clearview Electric Inc.  
 Commonwealth of Massachusetts  
 (Div. of Capital Asset Management)  
 Commonwealth Resource Management Corporation  
 Competitive Energy Services LLC  
 Concord Municipal Light Plant  
 Conn. Central Energy, LLC  
 Conn. Gas & Electric, Inc.  
 Conn. Jet Power LLC  
 Conn. Light and Power Company d/b/a  
 Eversource Energy

**Alphabetical (by Voting Member)**  
 Danvers Electric Division  
 Darby Energy, LLP  
 Dartmouth Power Associates, LP  
 DC Energy, LLC  
 Deepwater Wind Block Island LLC  
 Devon Power LLC  
 Devonshire Energy LLC  
 DFC ERC CT, LLC  
 Direct Energy Business, LLC  
 Direct Energy Business Marketing, LLC  
 Discount Power, Inc.  
 Dominion Energy Marketing, Inc.  
 Dominion Nuclear Connecticut, Inc.  
 DTE Energy Trading, Inc.  
 Duke Energy Comm. Enterprises, Inc.  
 Dynasty Power, Inc.  
 Dynegy Marketing and Trade LLC  
 East Avenue Energy LLC  
 EDF Energy Services, LLC  
 EDF Trading North America, LLC  
 eCapital Investments LLC  
 Electricity Maine, LLC  
 Electricity N.H., LLC d/b/a ENH Power  
 Ektrosola, Inc.  
 Elgin Energy, LLC  
 Enera Energy Services Sub No 1 LLC  
 Enera Energy Services Sub No 2 LLC  
 Enera Energy Services Sub No 3 LLC  
 Enera Energy Services Sub No 4 LLC  
 Enera Energy Services Sub No 5 LLC  
 Enera Energy Services Sub No 6 LLC  
 Enera Energy Services Sub No 7 LLC  
 Enera Energy Services Sub No 8 LLC  
 Enera Energy Services Sub No 9 LLC  
 Enera Energy Services Sub No 10 LLC  
 Enera Maine Inc.  
 EMI Power Systems, LLC  
 EmpiraCo Limited Partnership  
 Energy Management, Inc.  
 Energy Now England LLC  
 Energy Federation Inc.  
 Energy GPS LLC  
 Energy PUS Holdings LLC  
 EnerNOC, Inc.  
 Enerswiss Global Technologies, Inc.  
 d/b/a CPower  
 Engellhart, RTP (US) LLC  
 ENGIE Resources LLC  
 Energy Ructator Power Marketing LLC  
 Enlira Energy East, Inc.  
 EnvalPower, Inc.  
 EnviaUSA, Inc.  
 ESI Northeast Energy GP, Inc. Essential  
 Hwer, LLC  
 Essential Power Massachusetts, LLC  
 Essential Power Newington, LLC  
 ETC Enduro Energy, LLC  
 Evergreen Wind Power II, LLC  
 Evergreen Wind Power III, LLC  
 EverPower Commercial Services LLC  
 Eversource Energy Transmission  
 Ventures, Inc.  
 Everyday Energy, LLC  
 Exelon Generation Company, LLC  
 Fairchild Energy, LLC  
 Fairpoint Energy, LLC  
 Farhad Aminpour  
 First Point Power, LLC  
 First Wind Energy Marketing, LLC  
 FirstLight Power Resources  
 Management, LLC  
 Fisher Road Solar I LLC  
 Fitchburg Gas and Electric Light Co.  
 Food City, Inc.  
 Footprint Power Salem Harbor  
 Development  
 F1 Energy Mason LLC  
 F1 Energy Wyman LLC  
 F1 Energy Wyman IV LLC  
 Freedom Commodities LLC  
 Gall Power Inc.  
 Garland Manufacturing Company  
 Garland Power Company  
 Gas Recovery Systems, LLC  
 GBE Power Inc.

**Alphabetical (2d RNA)**  
 H Q. Energy Services (US) Inc  
 Hammond Balgrade Energy LLC  
 Hammond Lumber Company  
 Hampshire Council of Governments  
 Hancock Wind, LLC  
 Hanover, NH (Town of)  
 Harborside Energy of Massachusetts  
 Harvard Dedicated Energy Limited  
 Hess Corporation  
 High Liner Foods (USA) Incorporated  
 IRKO Energy, LLC  
 Hingham Municipal Lighting Plant  
 Holden Municipal Light Department  
 Holyoke Gas & Electric Department  
 Howard Wind LLC  
 Hudson Energy Services, LLC  
 Hudson Light and Power Department  
 Hull Municipal Lighting Plant  
 Ictate Energy Services, Inc.  
 IOT Energy, LLC  
 Inctech Energy Alexandria, LLC  
 Independence Energy Group LLC  
 Industrial Energy Consumer Group  
 Industrial Power Services Corporation  
 Inertia Power III LP  
 Inspire Energy Holdings, Inc.  
 Interstate Gas Supply, Inc.  
 In-venery Energy Management LLC  
 Ipswich Municipal Light Department  
 J Aron & Company  
 J.F. Gray & Associates, LLC  
 Jeffrey A. Jones P.E.  
 Joricho Power LLC  
 Just Energy (US) Corp  
 Kendall Green Energy LLC  
 Kimbury Oak Corporation  
 King Forest Industries, Inc.  
 Klean Energy Systems, LLC  
 Liberty Power Delaware LLC  
 Liberty Power Holdings, LLC  
 Liberty Utilities (Granite State Electric)  
 Corp  
 LifeEnergy, LLC  
 Linde Energy Services, Inc.  
 Littleton (MA) Electric Light Dept  
 Littleton (NH) Water and Light Dept  
 Long Island Lighting Co. d/b/a LIPA  
 Longfellow Wind, LLC  
 Longroach Energy, LLC  
 Longwood Medical Energy  
 Collaborative, Inc.  
 Lotus Danbury IMS100 One LLC  
 Lotus Danbury IMS100 Two LLC  
 MA Operating Holdings, LLC  
 Macquarie Energy, LLC  
 Madison Electric Works  
 MAG Energy Solutions, Inc.  
 Maine Power LLC  
 Maine Public Advocacy Office  
 Maine Skiing, Inc.  
 Major Energy Electric Services  
 Manchester Methane, LLC  
 Mansfield Municipal Electric Dept  
 Marble River, LLC  
 Marblehead Municipal Light Dept  
 Mass Solar I, LLC  
 Mass. Office of the Attorney General  
 Mass. Bay Transportation Authority  
 Mass. Development Finance Agency  
 Mass. Electric Company  
 Mass. Gas and Electric, Inc.  
 Mass. Municipal Wholesale Electric Co.  
 Mass. Port Authority  
 MATFP LLC  
 Maya Energy Holdings, LLC  
 Maraura Energy America, Inc.  
 Merrill Lynch Commodities, Inc.  
 Merrimack Municipal Light Department  
 Massachusetts Stream Hydro, LLC  
 Mid Maine Waste Action Corporation  
 Middleborough Gas and Electric Dept  
 Middleton Municipal Electric Dept  
 Middletown Power, LLC  
 Millennium Power Partners, LP  
 Mint Energy, LLC

**ISO-NE CAMS:**  
 Nalcor Energy Marketing  
 Narragansett Electric Company  
 National Gas & Electric, LLC  
 NERM II, LLC  
 New Brunswick Energy Mktg. Corp.  
 New England Contractibility Co. Inc.  
 New England Energy Connection, LLC  
 New England Power Company  
 New England Wire Technologies Corp.  
 New Hampshire Electric Coop. Inc.  
 New Hampshire Industries, Inc.  
 NH Office of Consumer Advocate  
 New Hampshire Transmission, LLC  
 New York State Electric & Gas, Inc.  
 NextEra Energy Power Marketing, LLC  
 NextEra Energy Maine, Inc.  
 NextEra Energy Resources, LLC  
 NextEra Energy Saabrook LLC  
 Niagara Wind Power, LLC  
 Noble Americas Gas & Power Corp  
 Noble Environmental Power, LLC  
 Nordic Energy Services, LLC  
 North America Power Partners LLC  
 North American Power and Gas, LLC  
 North Attleborough Electric Dept  
 Northern States Power Company  
 Norwalk Power LLC  
 Norwood Municipal Light Department  
 NRG Canal LLC  
 NRG Contractual Solutions, Inc.  
 NRG Power Marketing, LLC  
 NSTAR Electric Company d/b/a  
 Eversource Energy  
 NTE Connecticut, LLC  
 Number Nine Wind Farm LLC  
 Nvegen, LLC  
 Oasis Power, LLC d/b/a Oasis Energy  
 Ontario Power Gen Energy Trading  
 Ontario Power Generation Inc.  
 Order of St. Benedict of NH  
 d/b/a St. Anselm College  
 Pacific Summit Energy, LLC  
 Palmetto Power CT, LLC  
 Palmetto Power MA, LLC  
 Parkview Adventist Medical Center  
 Pascoog Utility District  
 Patriot Partnership LLC  
 Pawtucket Power Holding Company  
 Paxton Municipal Light Department  
 Peabody Municipal Light Plant  
 Peninsula Power, LLC  
 Pangea Energy, LLC  
 Pioneer Hydro Electric Co., Inc.  
 Plainfield Renewable Energy, LLC  
 Plant E Corp  
 Plymouth Rock Energy, LLC  
 PNE Energy Supply, LLC  
 Power Bidding Strategies, LLC  
 Power Supply Services, LLC  
 PowerCorp  
 PowerOptions, Inc.  
 Praxair, Inc.  
 Princeton Municipal Light Department  
 Provider Power Mass, LLC  
 PSLC Energy Resources & Trade LLC  
 PSEG New Haven LLC  
 Public Power, LLC  
 Public Service Co. of New Hampshire  
 d/b/a Eversource Energy  
 Putnam Hydropower, Inc.  
 Rainbow Energy Marketing  
 Corporation  
 REC Energy Services LP  
 Reading Municipal Light Plant  
 Record Hill Wind LLC  
 ReEnergy Stratton Energy LLC  
 Reliant Energy Northeast, LLC  
 REP Energy LLC  
 Repsol Energy North America Corp.  
 Residents Energy, LLC  
 Rhode Island Engine Genco, LLC  
 Rhode Island State Energy Center, LP  
 Rocky Gorge Corporation  
 Rector Investments Inc.  
 Rowley Municipal Light Plant

**ISO-NE CAMS:**  
 Sarason Energy East LLC  
 Sarason Power LLC  
 Sarason Power II LLC  
 SFE Energy Connecticut LLC  
 SFE Energy Massachusetts LLC  
 Shell Energy North America (US) LP  
 Shipley Choice, LLC  
 d/b/a Shipley Energy  
 Shipyard Bowing Co., LLC  
 Shipyard Energy LLC  
 Showbury Electric & Cable Operations  
 SmartEnergy Holdings LLC  
 Solar Energy, LLC  
 Somerset Power LLC  
 South Hadley Electric Light Department  
 South Jersey Energy Company  
 South Jersey Energy ISO1, LLC  
 South Jersey Energy ISO2, LLC  
 Spark Energy, LP  
 Springfield Power LLC  
 Spruce Mountain Wind, LLC  
 SPECTRADO, Inc.  
 Stanton Energy, Inc.  
 StatArb Investment, LLC  
 Sterling Municipal Electric Light Dept  
 Stetson Holdings, LLC  
 Stetson Wind II, LLC  
 Storax Solar J&WE, LLC  
 Stone Electric Department  
 Sunwava USA Holdings, Inc.  
 Sustaining Power Solutions LLC  
 SWEB Development USA, LLC  
 Swift River Trading Company LLC  
 Talon Energy Marketing, Inc.  
 Tanager Energy Solutions, Inc.  
 Taunton Municipal Lighting Plant  
 TCF Power, Inc.  
 TEC Energy, Inc.  
 Templeton Municipal Lighting Plant  
 Tenaska Power Services Co.  
 Texas Retail Energy, LLC  
 The Energy Consortium  
 The Energy Council of Rhode Island  
 Titan Gas LLC  
 Town of New Shoreham, Rhode Island  
 Town Square Energy, LLC  
 TrailStone Power, LLC  
 TransAlta Energy Marketing (US) Inc.  
 TransCanada Energy Ltd  
 TransCanada Power Marketing Ltd  
 Twin Eagle Resource Management, LLC  
 UEL Distributed Resources, LLC  
 Uncia Energy, LP Series G  
 Union Atlantic Electricity, Inc.  
 Union Leader Corporation  
 Union of Concerned Scientists, Inc.  
 Uniper Global Commodities North  
 America LLC  
 United Illuminating Company  
 United Energy Systems, Inc.  
 UNITIL Power Corp  
 Utraxco, Inc.  
 University of Massachusetts at Amherst  
 University System of New Hampshire  
 Utility Expense Reduction LLC  
 Utility Services, Inc.  
 VCharge Inc.  
 Verde Energy USA, Inc.  
 Vermont Electric Cooperative  
 Vermont Electric Power Company, Inc.  
 Vermont Energy Investment Corp.  
 Vermont Public Power Supply Authority  
 Vermont Transco LLC  
 Vermont Wind  
 Verso Maine Energy, LLC  
 Veridy Energy, LLC  
 Veridy Energy, Inc.  
 Vitol Inc.  
 Wakefield Municipal Gas and Light Dept  
 Wallingford CT DPW Electric Division  
 Wallingford Energy II, LLC  
 Waterbury Generation, LLC  
 Waterside Power, LLC  
 Westley Municipal Light Plant  
 West Boylston Municipal Lighting Plant  
 Western Massachusetts Electric Co.

Conn. Materials Innovations & Recycling Authority  
 Conn. Municipal Electric Energy Coop.  
 Conn. Office of Consumer Counsel  
 Conn. Transmission Municipal Electric Energy Coop.  
 Conservation Law Foundation  
 Consolidated Edison Co. of NY, Inc.  
 Consolidated Edison Development, Inc.  
 Consolidated Edison Energy, Inc.  
 Consolidated Edison Solutions, Inc.  
 Constellation Energy Power Choice, LLC  
 Constellation Energy Services, Inc.  
 Constellation NewEnergy, Inc.  
 Convergent Energy and Power LLC  
 Covanta Energy Marketing, LLC  
 Covanta Haverhill Associates, LP  
 Covanta Projects of Wallingford, LP  
 CPV Towantlic, LLC  
 Cricket Valley Energy Center, LLC  
 Cross-Sound Cable Company, LLC  
 Cumulus Master Fund

GDF SUEZ Energy Marketing NA, Inc.  
 GenBright, LLC  
 GenConn Energy LLC  
 GenOn Energy Management, LLC  
 Georgetown Municipal Light Dep't  
 Goose River Hydro, Inc.  
 Granite Reliable Power, LLC  
 Granite Ridge Energy, LLC  
 Gravity Renewables Inc.  
 Great Bay Power Marketing, Inc.  
 Green Berkshires, Inc.  
 Green Development, LLC d/b/a Wind Energy Development, LLC  
 Green Mountain Energy Company  
 Green Mountain Power  
 Green Power USA  
 Groton Electric Light Department  
 Groveland Electric Light Department

Montville Power LLC  
 Moore Company, The  
 Moore Energy LLC  
 Morgan Stanley Capital Group, Inc.

Royal Bank of Canada  
 Russell Municipal Light Department

d/a Eversource Energy  
 Westfield Gas & Electric Light Dep't  
 Wheelabrator Bridgeport, LP  
 Wheelabrator North Andover, Inc.  
 WM Renewable Energy, LLC  
 Wolfeboro Municipal Electric Department  
 Wolverine Holdings, L.P.  
 XOOM Energy LLC  
 Yes Energy, LLC  
 Z-TECH, LLC

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## GUARANTY AGREEMENT

This Guaranty Agreement (the "*Guaranty*") is made by **Exelon Generation Company, LLC** ("*Guarantor*"), a Pennsylvania limited liability company, in favor of the New Hampshire Public Utilities Commission ("*Commission*").

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees the punctual payment when-due of the payment obligations of its subsidiary, Constellation Energy Services, Inc. (formerly known as Integrys Energy Services, Inc.) ("*Constellation*") to the Commission pursuant to Commission order or applicable law or rule (collectively, the "*Guaranteed Obligations*"); *provided, however, that* the total liability of Guarantor hereunder is limited to three hundred fifty thousand dollars (\$350,000) ("*Liability Cap*"). Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only.

By acceptance of this Guaranty, the Commission agrees that this Guaranty replaces, supersedes and renders null and void any prior guaranty provided to support Constellation's obligations to the Commission including, without limitation, the guaranty dated as of February 23 2015, by Exelon Generation Company, LLC.

2. **Guaranty Absolute.** The obligations of the Guarantor hereunder are several from Constellation or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Commission, in order to enforce payment by Guarantor under this Guaranty, to show any proof of Constellation's default, to exhaust its remedies against Constellation, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by the Commission upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Constellation or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Constellation or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by the Commission in reliance hereon or in connection herewith;

- (b) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and
- (c) any requirement that suit be brought against, or any other action by the Commission be taken against, or any notice of default or other notice be given to, or any demand be made on Constellation or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. **Reservation of Defenses.** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a Guaranty. Guarantor does reserve the right to assert defenses which Constellation may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Constellation and other defenses expressly waived hereby.

5. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, facsimile or personally delivered. Notices shall be sent to the following addresses:

If to the Commission:

Debra Howland  
Executive Director  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429  
Fax: (603) 271-3878

If to Guarantor:

Exelon Generation Company, LLC  
10 South Dearborn Street, 52nd Floor  
Chicago, Illinois 60603  
Attn: Treasurer and Assistant Treasurer  
Fax: (312) 394-8867

with a copy to:

Constellation Energy Services, Inc.  
1310 Point Street, 12th Floor  
Baltimore, MD 21231  
Attn: Credit Department  
Phone: 410-470-6000  
Fax: 410-468-3828

6. **Demand and Payment.** Any demand by the Commission for payment hereunder shall be in writing, signed by a duly authorized representative of the Commission and delivered to the Guarantor pursuant to *Section 5* hereof, and shall (a) reference this Guaranty, (b) specifically identify Constellation, the nature of the default, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

7. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of the Commission to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

8. **Term: Termination.** This Guaranty shall remain in full force and effect until March 24, 2022, but may be terminated at any time by the Guarantor by providing at least sixty (60) days' prior written notice to the Commission; provided, however, Guarantor agrees that the obligations and liabilities hereunder shall continue in full force and effect with respect to any Guaranteed Obligations based on claims, actions or circumstances arising on or prior to the date of such termination.

9. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

10. **Representation and Warranties.**

The Guarantor represents and warrants as follows:

- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the Commission's rights and to general equity principles.

11. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

12. **GOVERNING LAW.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW HAMPSHIRE.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this 20<sup>th</sup> day of December, 2016.

Guarantor: Exelon Generation Company, LLC

By:   
Name: Elisabeth Graham  
Title: ASSISTANT TREASURER

JPM/NR  
12/20/16

**ORIGINAL**

**Certification Statement**

STATE OF MARYLAND  
COUNTY OF BALTIMORE CITY

David Ellsworth, being duly first sworn, deposes and says that he is the Chief Operating Officer of Constellation Energy Services, Inc.; that he has authority to submit this application for renewal on behalf of Constellation Energy Services, Inc.; he has read the foregoing Application for Renewal of Constellation Energy Services, Inc. to become a Competitive Electric Power Supplier in New Hampshire (“Application”), and all of the attachments accompanying and referred to within the Application; and that the statements contained in the Application and the attachments are truthful, accurate and complete to the best of his knowledge, information, and belief.



David Ellsworth  
Chief Operating Officer

Subscribed and sworn to before me  
This 21<sup>st</sup> day of December, 2016.



Notary Public

