



Constellation.

February 8, 2022

Chair at the Clerk's Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301

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

Dear Chair at the Clerk's Office:

Constellation NewEnergy, Inc. has a current registration as a competitive electric power supplier in New Hampshire, which is set to expire in April 2022. Please find enclosed the original application for renewal and two copies.

If you have any questions, please do not hesitate to contact me at 312-681-1855 or by email at amy.klaviter@constellation.com. Thank you for your attention to this matter.

Sincerely,

Amy Klaviter
Senior Analyst, Legal Compliance

Electronic copy sent to ClerksOffice@PUC.NH.gov



Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	Constellation NewEnergy, Inc.
	Trade Name (d/b/a) (if applicable)	
Puc 2006.01(b)	Business Mailing Address	1310 Point Street, Baltimore, MD 21231
	Telephone Number	844-636-3749
	E-Mail Address	
	Website Address	www.constellation.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	DELAWARE
Puc 2006.01(d)	Provide 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)1 if it is anything other than an individual. Use additional sheets as needed.	
	Name	See Exhibit 1
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	Name	
	Title	
	Business Mailing Address	
Telephone Number	- -	
E-Mail Address		

1 "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



Affiliates and Subsidiaries	
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.
	Name of Entity
	Business Address
	Telephone Number
	Provide a description of the business purpose of the entity.
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.
	Name of Entity
	Business Address
Telephone Number	
Provide a description of the business purpose of the entity.	
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.	

² "Affiliate" means any of the following:

- (a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- (b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006.01(f)	Name	Kari Cramer
	Title	Senior Manager, Escalated Customer Service
	Toll-Free Telephone Number (if available)	844-636-3749
	Telephone Number	713-652-5541
	E-Mail Address	kari.cramer@constellation.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Kari Cramer
	Title	Senior Manager, Escalated Customer Service
	Business Mailing Address	1001 Louisiana Street, Suite 2300, HOUSTON, TX 77002
	Telephone Number	713-652-5541
	E-Mail Address	choicecompliance@constellation.com

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Amy Klaviter
	Title	Senior Analyst, Legal Compliance
	Business Mailing Address	20 N. Wacker Drive, Suite 2100 Chicago, IL 60606
	Telephone Number	312-681-1855
	E-Mail Address	amy.klaviter@constellation.com

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Amy Klaviter
	Title	Senior Analyst, Legal Compliance
	Business Mailing Address	20 N. Wacker Drive, Suite 2100 CHICAGO, IL 60606
	Telephone Number	312-681-1855
	E-Mail Address	amy.klaviter@constellation.com



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or See Exhibit 2 (2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.
Puc 2006.01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or (2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership. See Exhibit 3
Puc 2006.01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate. See Exhibit 4

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area. UNITIL ENERGY SYSTEMS, LIBERTY UTILITIES, NEW HAMPSHIRE ELECTRIC COOPERATIVE, EVERSOURCE ENERGY
Puc 2006.01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial. CONSTELLATION NEWENERGY, INC. INTENDS TO SERVICE MEDIUM AND LARGE COMMERCIAL AND INDUSTRIAL CUSTOMERS.
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity. CA, CT, DE, DC, IL, MA, MD, ME, MI, NJ, NY, OH, OR, PA, RI, TX, VA



Customer Complaints	
Puc 2006.01(e)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

	(enter applicable states/jurisdictions in row just below)										
Complaint Type											Total
SEE EXHIBIT 5											5
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	YES
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	YES
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	YES
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	No
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed. SEE EXHIBIT 6	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	YES
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	YES
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	YES

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	



Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	NO
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment. See Exhibit 7	

Residential and Small Commercial Customer Contracts		
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	NO
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	See Exhibit 8
	File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.	

Submit Application Fee (For Initial Applications Only)		
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.	
	Note that there is no fee for a renewal application.	

Expected Marketing Start Date		
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	RENEWAL - ALREADY SERVING CUSTOMERS Date _____

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p><i>Daniel J. Verbanac</i></p> <p>Signature of the applicant or its authorized representative</p> <p>Name: DANIEL J. VERBANAC</p> <p>Title: SENIOR VICE PRESIDENT</p>	<p>2/7/2022</p> <p>Date _____</p>

Filing Instructions		
	<p>1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: Executive.Director@puc.nh.gov</p>	

Exhibit 1

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Corporate Officers

Mark Huston
President & CEO
1310 Point Street
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410-470-2846
Mark.P.Huston@constellation.com

Daniel Eggers
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William Jozaitis
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Harold (Barry) Coulby
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Brian Buck
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David O. Dardis
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Carrie Allen
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Directors

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David Ellsworth
Director
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410-470-3991
david.ellsworth@constellation.com

Business Information

Business Details

Business Name: CONSTELLATION NEWENERGY, INC.	Business ID: 356449
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 02/08/2002	Name in State of Incorporation: CONSTELLATION NEWENERGY, INC.
Date of Formation in Jurisdiction: 02/08/2002	
Principal Office Address: 1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA	Mailing Address: 10 S Dearborn, 49th Floor, Attn: Connie Morrison, Chicago, IL, 60603, USA
Citizenship / State of Incorporation: Foreign/Delaware	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: connie.morrison@exeloncorp.com	Phone #: NONE
Notification Email: connie.morrison@exeloncorp.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ENERGY SERVICES	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Mark P Huston / President	1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA
David C Ellsworth / Director	1310 Point Street, Baltimore, MD, 21231, USA
Mark P Huston / Director	1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA
KATHERINE A SMITH / Secretary	10 SOUTH DEARBORN STREET, 49TH FLOOR, Chicago, IL, 60603, USA
James McHugh / Director	1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA

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Registered Agent Information

Name: Corporate Creations Network Inc.
Registered Office Address: 3 Executive Park Drive 9, Bedford, NH, 03110, USA
Registered Mailing Address: 3 Executive Park Drive 9, Bedford, NH, 03110, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#) [Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

Effective: 2/1/2022

NEPOOL Participants
Alpha by Voting Member
Related Persons indented beneath

NAME OF PARTICIPANT	Generation Sector	Transmission Sector	Supplier Sector	AR Sector	Publicly-Owned Entity Sector	End User Sector	Prov Memb Group Seat
C.N. Brown Electricity, LLC			1				
Calpine Energy Services, LP			1				
<i>Calpine Energy Solutions, LLC</i>							
<i>Champion Energy Marketing, LLC</i>							
<i>North American Power and Gas, LLC</i>							
Cape Light Compact JPE (O)						1	
Cassadaga Wind LLC			1				
Castleton Commodities Merchant Trading LP			1				
<i>Rensselaer Generating LLC</i>							
<i>Roseton Generating LLC</i>							
Catalyst Power & Gas, LLC			1				
Celtic Power Analytics LLC			1				
Central Rivers Power MA, LLC				1			
<i>Central Rivers Power NH, LLC</i>							
<i>Pawtucket Power Holding Company LLC</i>							
<i>Waterbury Generation LLC</i>							
Centre Lane Trading Limited			1				
Centrica Business Solutions Optimize, LLC				1			
Chester Municipal Electric Light Department					1		
Chicopee Municipal Lighting Plant					1		
Choice Energy, LLC			1				
Citigroup Energy Inc.			1				
CleanChoice Energy, Inc.			1				
CLEAResult Consulting Inc.				1			
Clearview Electric Inc.			1				
Clearway Power Marketing LLC			1				
<i>GenConn Energy LLC</i>							
Competitive Energy Services, LLC			1				
Concord Municipal Light Plant					1		
<i>Energy New England LLC</i>							
<i>Utility Services of Vermont LLC</i>							
Connecticut Central Energy, LLC			1				
Conn. Materials Innovations and Recycling Authority					1		
Conn. Municipal Electric Energy Cooperative					1		
<i>Connecticut Transmission Municipal Electric Energy Cooperative d/b/a The Transmission Authority</i>							
Connecticut Office of Consumer Counsel (O)						1	
Conservation Law Foundation (O)						1	
Consolidated Edison Energy, Inc.			1				
<i>Consolidated Edison Development, Inc.</i>							
<i>Consolidated Edison Solutions, Inc.</i>							
<i>Consolidated Edison Company of New York, Inc.</i>							
Constellation Energy Generation, LLC			1				
<i>Constellation NewEnergy, Inc.</i>							
<i>West Medway II, LLC</i>							
Covanta Energy Marketing, LLC (RG Sub-Sector)				1			
<i>Cypress Creek Renewables, LLC</i>							
CPV Towantic, LLC	1						
<i>CPV Valley, LLC</i>							
Cross-Sound Cable Company, LLC			1				
CWP Energy Inc.			1				
Danvers Electric Division					1		
Darby Energy, LLC			1				
<i>Protor Energy, LLC</i>							
David Energy Supply, LLC			1				
DC Energy, LLC			1				
<i>VECO Power Trading, LLC</i>							
Deepwater Wind Block Island, LLC	1						
<i>BSW ProjectCo LLC</i>							
<i>North East Offshore, LLC</i>							
Devonshire Energy LLC			1				
DFC ERG CT, LLC (RG Sub-Sector)				1			
<i>Bridgeport Fuel Cell, LLC</i>							

Public Service of New Hampshire Certificate of Completion

is hereby granted to:

AES NewEnergy

to certify that they have completed to satisfaction

EDI Testing

Granted: August 2, 2002

Marlon H. Baese

Marlon Baese, Technical Contact





Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Constellation NewEnergy
Represented by: Rachel Mefford


Issued by: Unitil Energy Systems
Represented by: Jeffrey Pentz

Date: 2/5/2010

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and [supplier]. As of [date], Unitil Energy Systems does hereby declare [supplier] as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

[supplier] has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. [supplier] has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.


Signature _____
Date 2/3/2017

Jeffrey Pentz
Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_SupplierServices@unitil.com



Liberty UtilitiesSM

COMPLETION OF EDI TESTING

This is to certify that on JULY 3rd, 2014

Constellation New Energy, Inc.

completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053

Attn: Matthew W. Sigg
Director of Operations, Transaction Management
Constellation NewEnergy
1221 Lamar St, Suite 750
Houston, TX 77010

May 5, 2009

Dear Mr. Sigg,

This is to certify that Constellation NewEnergy has complied with the training and testing requirements of the New Hampshire Public Utilities Commission and that Constellation NewEnergy has successfully demonstrated electronic transaction capability with the New Hampshire Electric Cooperative.

Sincerely,

William Bayard

William Bayard

Economist & Load Research Analyst
New Hampshire Electric Cooperative
579 Tenney Mtn. Highway
Plymouth, NH 03264-3154

603-536-8879

Exhibit 5
Page 1 of 1

	CA	CT	DC	DE	IL	MA	MD	ME	MI	NH	NJ	NY	OH	OR	PA	RI	TX	VA	Total
2021 Winter Storm/High Bill	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	51	0	51
Billing Dispute	0	3	0	0	9	0	1	0	0	0	2	4	4	0	3	0	39	0	13
Enrollment Dispute	0	2	0	0	12	4	1	0	0	0	2	8	19	0	4	0	8	0	21
ETF Dispute	0	1	0	0	7	2	2	0	0	1	3	4	13	0	6	0	0	0	34
Marketing Dispute	0	0	0	0	3	0	0	0	0	0	0	0	0	0	1	0	0	0	4
Product Dispute	0	2	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	5
Rate Dispute	0	0	0	0	1	0	2	0	0	0	1	2	0	0	0	0	1	0	7
Other		7	0	0	3	4	19	0	0	0	6	10	15	0	12	0	28	0	104
Total	0	15	0	0	36	10	25	0	0	1	16	28	51	0	26	0	127	0	239

- 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.
- 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.
- Constellation has been and is involved on an ongoing basis in litigation, inquiries, proceedings, and investigations before various regulatory entities for various matters from time-to-time. Prior to February 1, 2022, Constellation was an indirect subsidiary of Exelon Corporation, a publicly traded company. Disclosed in Exelon’s SEC filings are (i) material litigation and regulatory proceedings, (ii) material indictments or pending criminal litigation in any federal, state, or local jurisdiction, and (iii) material investigations or charges brought by a governmental or regulatory authority or exchange/clearing organization for violation of its laws or rules, among other material matters. Exelon Corporation’s recent SEC filings are available at <http://www.exeloncorp.com/investor-relations/reports-and-sec-filings>. Effective February 1, 2022, Exelon’s regulated utility business and competitive generation business (Constellation’s business) have been separated, and Constellation is now part of a new, publicly-traded company, Constellation Energy Corporation (CEC). CEC’s SEC filing will be available at <https://investors.constellationenergy.com/financial-information/sec-filings>.



Monthly Invoice

Statement Date: 01/26/2022

Customer Number: [REDACTED]



Total Amount Due by 02/16/2022 \$11,076.01

Rate Plan: Fixed Price Solutions
Account ID: [REDACTED]
Utility Number: [REDACTED]
Service Period: 12/15/2021 to 1/18/2022
Statement Number: [REDACTED]

Previous Balance: \$7,098.82
Payments Since Last Invoice: -\$7,098.82
Unpaid Balance: \$0.00
Late/Finance Charges: \$0.00
Credit/Adjustments: \$0.00
Total New Charges: \$11,076.01

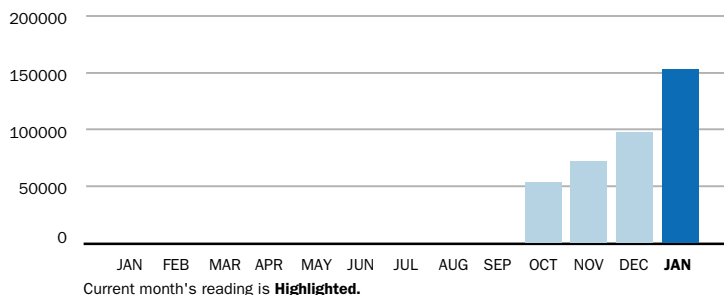
HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ↗



Contract Charges
\$11,076.01

CONSUMPTION HISTORY



MONTHLY USAGE

Current Month **153,280** kWh

Last Month
98,240
kWh

Last Year
0
kWh

You can also pay your bill online - go to Energy Manager at <https://energymanager.constellation.com> to get started. It's fast, simple and secure.

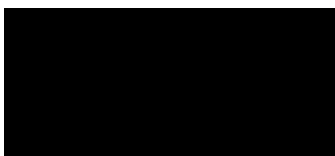
Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!

Statement Number: [REDACTED]

Customer Number: [REDACTED]



PO Box 4911
Houston, TX 77210-4911



Total Amount Due by 02/16/2022 \$11,076.01

AMOUNT ENCLOSED \$

MAKE CHECKS PAYABLE TO:
CONSTELLATION NEWENERGY, INC.
PO BOX 4640
CAROL STREAM IL 60197-4640



Statement Number: [REDACTED]

Customer Number: [REDACTED]

HAVE A QUESTION OR EMERGENCY?

To Contact Your Local Utility
Public Service of New Hampshire
800-662-7764

Total Amount Due by 02/16/2022 \$11,076.01

For Customer Care Contact Constellation

Website: <https://energymanager.constellation.com>
Email: CustomerCare@Constellation.com
Phone: 844-6ENERGY (844-636-3749)

Meter Number:	Previous Meter Read Date	Current Meter Read Date	USAGE
	12/15/2021	01/18/2022	153,280.000

DETAILED CHARGES

Contract Charges	Quantity	Rate	Amount
Energy-Fixed Price	153,280.00 kWh	\$0.0722600/kWh	\$11,076.01
Subtotal Contract Charges			\$11,076.01
Total New Charges			\$11,076.01

Message Center

The Average Price you paid for electric service this month = \$0.072 per Kilowatt-hour

Thank you for your prompt payment. A finance charge of 1.5% per month may be assessed on all past due invoices.

Thank you for choosing Constellation as your electric supplier.

A customer has the right to file a complaint with the commission after the customer has attempted to resolve a dispute with their supplier. The toll free telephone number of the commission's consumer services division is 800-852-3793.

The metered usage shown, and used to calculate your invoice, is actual usage received from the utility for the period(s) billed.

To ensure timely application of your payment, please include your Statement Number on your payment remittance. Thank you for being a valued Constellation Customer!

Other Ways to Pay Your Bill



Energy Manager

Manage your account at:
<https://energymanager.constellation.com>



Phone

Call 844-6ENERGY
(844-636-3749)
for our 24/7
phone payment option



ACH/WIRE

CONSTELLATION NEWENERGY, INC.
ACH/WIRE: WELLS FARGO, ABA 121000248 /
ACCOUNT 4879656445
ACH/WIRE NOTIFICATION:
PAYMENTS@CONSTELLATION.COM

Statement Number: [REDACTED]

Customer Number: [REDACTED]

Total Amount Due by 02/16/2022 **\$11,076.01**

Adjustments: Any adjustments that were made to your account within the invoice period. Adjustments may be made for a variety of reasons, including special contract calculations, corrections to prior bills, or settlement of disputed charges.

Administration Fee or Service Charge: The fee or charge set forth for each account per billing cycle.

Ancillary Service Charges: Charges regarding ancillary services as set forth in the applicable Independent Service Operator (ISO) Open Access Transmission Tariff (OATT) and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and Transmission Costs. Generally, these costs are associated with ensuring the reliability of the electrical grid.

Capacity Charge: Charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Generally, these costs are associated with ensuring there is enough generating capacity available now and in the future to meet customer requirements.

Energy Charge - Non-Time of Use (TOU): Charge per kWh for electricity supplied for all hours of each day.

Kilowatt Hour (kWh): A measure of the quantity of electricity (energy) that you use.

Late Fees or Finance Charges: Additional charges assessed to accounts for late payment of invoices. Payment terms and charge calculations are specified in your contract.

Line Loss Charges: The cost associated with the loss of electricity as it travels over the transmission and distribution wires.

Locational Forward Reserves (LFR): Ancillary service administered by the ISO that facilitates the availability of generating units in the future to provide backup reserve service to ensure system reliability.

Reliability Must Run (RMR): Ancillary service administered by the ISO. Generation resources scheduled to operate out-of-merit order and identified by the ISO as necessary to preserve regional system reliability.

Renewable Portfolio Standards Cost (RPS): NewEnergy's cost of procuring renewable energy to comply with Renewable Portfolio Standards (RPS) requirements, usually established by individual states. Generally, these costs are associated with requirements to support generating units that produce power using renewable fuels such as water (hydro-electric) and solar.

Retail Service Charge: A contracted charge for supplying electricity to an account, based upon total kWh consumption per billing cycle.

Retail Trade Transaction (RTT): The fixed unit Price and Quantity for a specific commodity for a specific delivery point and pattern.

Transmission Service Charge: The charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the Utility's service territory. Generally, these costs are associated with building and maintaining the electric transmission lines.

Disputed Invoices: Should you question any portion of your Constellation NewEnergy invoice, please call 844-6ENERGY (844-636-3749) Monday to Friday 8AM-6PM Eastern Time, email CustomerCare@Constellation.com, or write to: Constellation NewEnergy, c/o Customer Care, PO Box 4911 Houston, TX 77210-4911. If you have a billing dispute that you are not able to resolve with Constellation NewEnergy you may file a complaint with the New Hampshire Public Utilities Commission (PUC). The PUC can be reached by phone at 800-852-3793 or you may visit their website at www.puc.state.nh.us.

Consumption Request: At least twice per year a customer has the right to request and receive actual consumption information for each billing period during the prior year or months in which Constellation provided service to the customer.

Environmental Disclosure: You may access the Environmental Disclosure information on our website: <https://www.constellation.com/disclosures>

In the event of a service interruption or electric emergency, please contact your utility directly at:

Public Service of New Hampshire 800-662-7764

DISCLAIMER: General Understanding - This glossary is for informational purposes only. Please refer to your agreement with us for the defined terms that govern the contractual obligations applicable to us supplying you. Not all defined terms set forth above may be applicable to your agreement with Constellation NewEnergy.

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 NewEnergy, 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 five hundred thousand dollars (\$500,000) ("*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 April 2, 2012, 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:

Exelon Generation Company, LLC
1310 Point Street, 11th Floor
Baltimore, MD 21231
Attn: Credit Department
Phone: 410-470-5200
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 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 27 day of October, 2018.7

Guarantor: Exelon Generation Company, LLC

By: Chopra

Name: SHRAVAN CHOPRA

Title: TREASURER
HP/UR
10/26/17