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ILLINOIS COMMERCE COMMISSION**

ORIGINAL

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Constellation NewEnergy-Gas Division, LLC :
Application for Certificate of Service Authority under Section 19-110 of the Public Utilities Act : : Docket No. 16-0205

ILLINOIS COMMERCE COMMISSION
2016 APR 29 A 11:02
CHIEF CLERK'S OFFICE

AMENDED APPLICATION

Constellation New-Energy Gas Division, LLC ("Applicant"), hereby requests that the Illinois Commerce Commission ("Commission") grant it a certificate of service authority pursuant to Section 19-110 of the Public Utilities Act ("Act"). In support of its application, Applicant amends its application as follows:

Financial Qualifications

30. Required materials or certifications supporting Applicant's financial qualifications pursuant to Subsection 551.80 _ (specify which subsection of 551.80 Applicant is meeting) are provided in Attachment _. [551.80]

Section 551.80(c)(1)

Applicant is an indirect wholly owned subsidiary of Exelon Generation Company, LLC ("EXGEN"). Applicant's ultimate parent is Exelon Corporation ("EXCORP"), a Pennsylvania corporation. Applicant does not have a credit rating as a stand-alone company. The Standard & Poor's Corporate Credit Rating for EXGEN is A-2.

Section 551.80(e)

- A) Attachment 30a is EXGEN's Standard & Poor's RatingsDirect report.
- B) Attachment 30f is EXGEN's unconditional guarantee in the amount of \$30,000,000.
- C) Based on the volumes provided in Attachments 4a & 4b of the responses to the ALJ's Order dated April 6th, 2016, the good faith estimate of the maximum amount of natural gas in dekatherms the applicant expects to schedule over the next 12 months is 7,044,765 dekatherms. The Average City Gate Price for Illinois for the most recent EIA published 12 month period (February 2015 – January 2016) is \$3.9633.

WHEREFORE, Applicant continues to request that the Commission grant its application for service authority to serve residential and small commercial natural gas customers in the Nicor Gas, Peoples Gas, and North Shore Gas utility service territories and small commercial natural gas customers in the Ameren Illinois service territory.

Respectfully submitted,

By: 

Stephen Baker

**Stephen Baker
Legal Compliance
Exelon Business Services Company
325 North Saint Paul Street, Suite 2650
Dallas, TX 75201
TEL: 972-813-6157
FAX: 214-754-9039
stephen.baker@constellation.com**

STATE OF ILLINOIS
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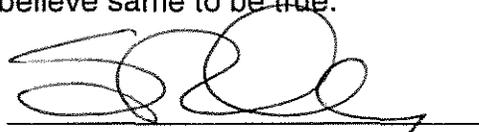
Constellation NewEnergy-Gas Division, LLC

Docket No. 16-0205

Amended Application

VERIFICATION

I, **Stephen Baker**, first being duly sworn upon oath depose that I have read the above and foregoing Amended Application by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.



Stephen Baker
Legal Compliance

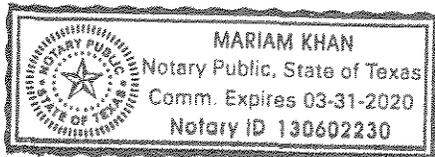
Subscribed and sworn to before me

this 28th day of April, 2016.



Notary Public

Notary Stamp



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Constellation NewEnergy-Gas Division, LLC

Docket No. 16-0205

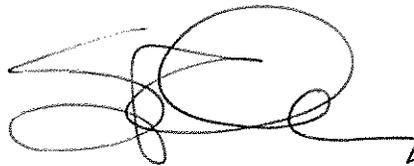
Certificate of Service

On this the 28th day of April 2016, I certify that a true and correct copy of the foregoing Amended Application has been served via email upon the following:

Mark Maple
Illinois Commerce Commission
527 E. Capitol Ave.
Springfield, IL 62701
mmaple@icc.illinois.gov

Rochelle Phipps
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701
rhipps@icc.illinois.gov

Stephen Yoder, Administrative Law Judge
Illinois Commerce Commission
527 E. Capitol Ave.
Springfield, IL 62701
syoder@icc.illinois.gov



Stephen Baker
Legal Compliance

GUARANTY

IN CONSIDERATION of and in order to induce the People of the State of Illinois (the "Commission") to issue a retail alternative gas supplier license to Constellation NewEnergy-Gas Division, LLC ("CNEG"), Exelon Generation Company, LLC (the "Guarantor") hereby unconditionally guarantees the full and faithful payment of all of the obligations of CNEG that are now due or may hereafter become due and payable to the Commission as contemplated by Section 551.10(a) and Section 551.80(e) the Illinois Administrative Rules (collectively the "Obligations").

This Guaranty shall be a continuing guaranty of payment and not of collection. It shall remain in full force and effect until the earlier of (i) **January 31, 2018** or (ii) fifteen (15) days following written notice from Guarantor to Commission. However, termination of this Guaranty shall not affect Guarantor's liability to Commission under this Guaranty with respect to Obligations which have accrued prior to the effective date of such termination.

The maximum aggregate liability of Guarantor under this Guaranty is limited to the amount of **Thirty Million U.S. Dollars (\$30,000,000.00)**.

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

Guarantor shall not be discharged or released from its obligations hereunder by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of CNEG or by any defense which CNEG may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. If at any time any payment of any of the Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of CNEG or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be at such time as though such payment had not been made. The Guarantor reserves the right to assert defenses which CNEG may have to payment of any Obligation other than defenses arising from the bankruptcy or insolvency of CNEG and other defenses expressly waived hereby.

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

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

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

All communications to the Commission shall be directed to:

Illinois Commerce Commission
527 East Capitol Avenue
ATTN: Bureau of Public Utilities, Financial Analysis Division
Springfield, IL 62701
Phone: (217) 558-7163

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

All communications to Guarantor shall be directed to:

Exelon Generation Company, LLC
ATTN: Treasurer and Assistant Treasurer
10 South Dearborn Street, 52nd Floor
Chicago, IL 60603
Phone: 312-394-8867

With a copy to:

Constellation NewEnergy – Gas Division, LLC
100 Constellation Way, Suite 600C
Baltimore, MD 21202
Attn: Credit Department
Phone: 410-470-6000

With a copy to:

Constellation NewEnergy - Gas Division, LLC
Attn: Legal Department
9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Phone: 502-426-4500

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

This Guaranty constitutes the entire agreement of Guarantor with respect to matters set forth herein. Guarantor may not assign this Guaranty without the prior written consent of the Commission, which consent shall not be unreasonably withheld.

The Commission shall keep the existence and the terms of this Guaranty confidential. The Commission shall only disclose the existence of this Guaranty to those of its employees and agents who have a need to know and who agree to keep the existence and terms of this Guaranty confidential. The Commission shall be responsible for any breach of this confidentiality provision by its officers, directors and employees and agents.

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

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

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on this 27 day of April, 2016.

Guarantor: Exelon Generation Company, LLC

By:  AK

Name: KEVIN GARRIDO

Title: ASSISTANT TREASURER