

Gary A. Jeffries  
Assistant General Counsel

**Dominion Resources Services, Inc.**  
501 Martindale Street, Suite 400, Pittsburgh, PA 15212-5817  
Phone: 412-237-4729, Fax: 412-237-4782  
E-mail: Gary.A.Jeffries@dom.com

Web Address: www.dom.com



April 25, 2012

**RECEIVED**

APR 26 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Re: Dominion Retail, Inc. ("Dominion Retail"), Natural Gas Supply Services  
License No. A-125002; Notification of Affiliation with Natural Gas Distribution  
Company

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §62.105 (b) (1), Dominion Retail hereby notifies the Commission that it has met the requirements to participate in PECO's Gas Choice - Low Volume Transportation Program. Also, pursuant to 52 Pa. Code §62.111, enclosed is a copy of Dominion's Guaranty No. 1013, in the amount of \$35,000.00, demonstrating Dominion Retail's compliance with PECO's security requirement.

Dominion Retail has not yet begun to market natural gas in the PECO service territory. It tentatively plans to do so in 2013.

If you have any questions, please contact me at 412-237-4729.

Sincerely,

Gary A. Jeffries  
Assistant General Counsel

GAJ:kas

Enclosure



An Exelon Company

January 6, 2012  
PECO - Exelon Corporation  
Energy Acquisition  
2301 Market Street  
Philadelphia, PA. 19103

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Ms Karen Schnarrenberger  
Paralegal II  
Dominion Resources Services, Inc.  
501 Martindale Street  
Pittsburgh, PA 15212

Energy Acquisition is providing this notification letter that Dominion Retail, Inc. has met the creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation program, contingent upon the acceptance of an initial Parent Guaranty, of \$35,000.00, from Dominion Resources, Inc., on behalf of Dominion Retail, Inc. The Surety may be submitted to PECO via three acceptable forms; a Cash Deposit, a Letter of Credit, or a Surety Bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,

A handwritten signature in cursive script that reads "Carol Reilly".

Carol Reilly  
Manager  
Energy Acquisition

APR 26 2012

GUARANTY

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

GUARANTY (This "Guaranty"), dated as of January 17, 2012, made by Dominion Resources, Inc. (the "Guarantor"), a Virginia corporation, having its principle offices at 120 Tredegar Street, Richmond, Virginia 23219, in favor of PECO Energy Company (the "Company"), a corporation, having its principle office at 2301 Market Street, Philadelphia, PA 19103.

Guarantor enters into this Guaranty in consideration of, and as an inducement for, Company entering into a Supplier Coordination Services Agreement (the "Agreement") with Dominion Retail, Inc (the "Obligor"), Guarantor's wholly-owned subsidiary.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby covenants and agrees with the Company as follows.

1. Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due to any sums due and payable by, and other obligations of, the Obligor under the Agreement (all such payments and obligations, collectively, the "Guaranteed Obligations"). The total payment of the Guarantor under the Guaranty shall be \$35,000.00. All payments by the Guarantor under this Guaranty, to the extent owing to the Company, shall be made on the same basis as payments by the Obligor under the Agreement. Except to the extent specifically provided in the Agreement, in no event shall Guarantor be liable for consequential, exemplary, equitable, loss of profits, punitive, tort or any other damages, costs or attorneys' fees.

2. Guarantor shall pay or repay to the Company, after receiving written demand for payment from the Company, all past due payments with respect to the Guaranteed Obligations. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by the Company against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor).

3. Company may, at anytime and from time to time, without the consent of the Guarantor, without incurring responsibility to Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions, take or refrain from taking any and all action with respect to the Guaranteed Obligations, or any person (including the Obligor) that the Company determines in its sole discretion to be necessary or appropriate.

4. The obligations of the Guarantor under this Guaranty are absolute and unconditional and shall remain in full force and effect without regard to, and shall not be affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any action or inaction by the Company as contemplated in Section 3 of this Guaranty; or (b) any invalidity, irregularity or unenforceability of any or part of the Guaranteed Obligations or any security therefor.

5. Guarantor hereby irrevocably waives (a) any rights which it may acquire by way of subrogation under this Guaranty or account of any payment made by the Guarantor hereunder or any setoff or application of funds of such Guarantor by the Company or otherwise, and (b) any right of reimbursement or contribution and (c) any right of salvage against the Obligor or any collateral security or guaranty or right of offset by the Company therefor.

6. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except as to applicable statutes of limitation, no failure or delay on the part of the Company in exercising any right power or privilege hereunder, and no course of dealings between the Guarantor and the Company, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Company would otherwise have.

7. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Company.

8. All notices and other communications hereunder shall be in writing and delivered personally, by fax or recognized overnight carrier to the other party as follows:

If to the Guarantor:  
Dominion Resources, Inc.  
Attn: David C. Holden  
120 Tredegar Street  
Richmond, VA 23219  
804-787-5903 - fax

With a copy to:  
Gary A. Jeffries  
Assistant General Counsel  
Dominion Resources Services, Inc.  
501 Martindale Street, Suite 400  
Pittsburgh, PA 15212

If to the Company:

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. This Guaranty shall be binding upon the successors and assigns of Guarantor and ensure to the benefit of Company and its successors and assigns. Guarantor shall not assign this Guaranty or delegate any of its duties hereunder without the express written consent of Company, which consent may be granted or withheld in Company's sole discretion.

10. Guarantor may terminate this Guaranty by providing written notice of such termination to Company and upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as provided in the last sentence of this paragraph. No such termination shall be effective until five (5) business days after receipt by Company of such termination notice. No such termination shall affect Guarantor's liability with respect to any agreement entered into prior to the time the termination is effective, which Agreement shall remain guaranteed pursuant to the terms of this Guaranty.

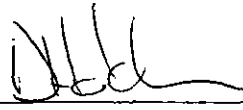
11. This Guaranty and the rights and obligation of the Company and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any legal action or proceeding between the Guarantor and the Company arising out of or with respect to this Guaranty must be brought in the state courts of the

Commonwealth of Pennsylvania or in the courts of the United States for the Eastern District of Pennsylvania, which courts shall have exclusive jurisdiction over all such disputes among the aforesaid parties.

12. This Guaranty embodies the entire agreement and understanding between Guarantor and Company and supersedes all prior agreements and understandings relating to the subject matter hereof. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

**Guarantor** :DOMINION RESOURCES, INC.

By:   
Name: David C. Holden  
Title: Authorized Representative

Accepted and Agreed to:

Company:

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

UPS CampussShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

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Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampussShip and select UPS Locations.

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<b>SHIP TO:</b> ROSEMARY CHIAVETTA, SECRETARY 717-772-7777 PA PUBLIC UTILITY COMMISSION 400 NORTH STREET COMMONWEALTH KEYSTONE BLDG. HARRISBURG PA 17120-0200	
	
	
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