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Pennsylvania Public Utility Commission
Attn: Rosemary Chiavetta, Secretary
Commonwealth Keystone Building
2nd Floor, Room-N201
400 North Street
Harrisburg, PA 17120

RE: Aspirity Energy, LLC, License Number A-2568296
Notice of Customer Assignment to Constellation NewEnergy, Inc.,
License Number A-110036

Dear Secretary Chiavetta:

Aspirity Energy, LLC (“Aspirity”) will assign their Pennsylvania retail electric customers to Constellation NewEnergy, Inc. (“CNE”) as soon as the bankruptcy judge approves the settlement that includes the assignment, which is expected in late August 2017. CNE will work with the electric distribution companies (“EDC”) to expedite the enrollments by CNE as a result of the bankruptcy to provide the best customer experience.

Notice of the settlement including the assignment was mailed on August 7, 2017, pursuant to bankruptcy law requirements. An additional customer letter will be mailed once the settlement is approved by the bankruptcy judge. Both letters are enclosed and include CNE’s name and license number.

OCMO directed us to contact the EDCs and have them suppress the enrollment confirmation letters. We understand that this is generally standard practice in any assignment process.

If there are any questions regarding this matter, or if any additional information is required, please call Melissa Lauderdale at (410) 470-3582 or melissa.lauderdale@constellation.com.

Sincerely,

/s/Holly Rachel Smith

Enclosures

cc: Dan Mumford
Kris Brown



CUSTOMER LEGAL NOTIFICATION - NO ACTION IS REQUIRED ON YOUR PART

Customer Name

Customer Address

Date

RE: Notice of assignment of electricity agreement (the "Agreement")

LDC Account Number: [account number]

Service Address:

Dear Customer,

On or after your next meter read, Aspirity Energy, LLC. ("Aspirity") will assign its retail electric contracts to Constellation NewEnergy, Inc., a leading competitive energy supplier and part of a Fortune 100 company. You will notice the Constellation name and/or logo on your utility bill going forward. **Rest assured no changes are being made to your contract term, price, or terms and conditions of service as a result of this transfer and no action is required by you.**

Constellation will continue to provide you with the same superior customer care you have come to expect, plus additional benefits that come along with being a Constellation customer, such as:

- Earn rewards for referring friends and family. For every friend you refer, get a \$50 Visa® Prepaid Card when they enroll with Constellation! Plus – we'll reward them, too, when they sign up!* Find out more on constellation.com/friends
- Do you have a local cause or community project that needs support? As a customer, you can apply to the Constellation Community Champions program which awards grants up to \$500 for causes that benefit the communities we serve.** Learn more on constellation.com/communitychampions
- Looking for tips on home energy savings tips or energy efficiency? Visit blog.constellation.com to read engaging articles like these and much more.

After your next meter read, all customer inquiries and assignment questions should be made to Constellation NewEnergy, Inc. c/o Customer Care, P.O. Box 4911, Houston, TX 77210 or by telephone at 1-888-898-2297.

Sincerely,

/signature/

Constellation

* ONLY NEW CUSTOMER CONTRACTS NOT TERMINATED WITHIN 90 DAYS ARE ELIGIBLE FOR REWARDS CARDS.

Cards are issued by Citibank, N.A. pursuant to a license from Visa U.S.A. Inc. and managed by Citi® Prepaid Services. Cards will not have cash access and can be used everywhere Visa® debit cards are accepted. Please allow 8-10 weeks after your first bill to receive your card. To check the status of your card or to report lost or stolen cards, please call 1-800-522-7458 or email help@citiprepaid.com.

** Applicants must meet all eligibility requirements and conditions to qualify for award consideration. Limit one grant award per customer, per year. Constellation reserves the right to approve or deny any grant application. For a complete list of eligibility requirements, visit www.constellation.com/communitychampions.

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No. 17-41991 (KHS)

Aspirity Energy, LLC,

Chapter 11

Debtor.

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACT AND CURE AMOUNTS**

You are receiving this notice because you may be a counterparty to a contract with Aspirity Energy, LLC (“Aspirity”). Please read this notice carefully as your rights may be affected by the transactions described herein.

As discussed below, on or after your next meter read, if the settlement described below is approved, your contract for electric supply service will be assigned to Constellation NewEnergy, Inc., an Exelon company and leading competitive energy supplier.¹ No changes are being made to your contract term, price or terms and conditions of service as a result of this transfer and no action is required by you to complete this transfer, notwithstanding paragraph 6 below. You will receive additional communications before any assignment.

1. On June 30, 2017 (the “Petition Date”), Aspirity filed a voluntary petition seeking relief under Chapter 11 of the Bankruptcy Code in this Court. Aspirity, the Debtor, is in possession of its assets as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code and is continuing to operate, including providing power service, during its bankruptcy.

2. On August 5, 2017, Aspirity, as debtor-in-possession, filed a motion (the “Motion”) seeking approval of a settlement (the “Agreement”) with Exelon Generation Company, LLC (“Exelon”). A hearing on the Motion is scheduled for August 28, 2017 at 1:30 P.M. (the “Hearing”) in the United States Bankruptcy Court for the District of Minnesota in Minneapolis, Minnesota (the “Bankruptcy Court”). Upon request by email to Steve Nosek and Yvonne Doose (counsels to Aspirity) at snosek@noseklawfirm.com and ydoose@noseklawfirm.com, a copy of the Motion will be provided to you.

3. Pursuant to the Agreement and pending approval by the Bankruptcy Court, Aspirity intends to assume and assign to Constellation NewEnergy, Inc. your contract for power supply (your “Customer Contract”), pursuant to section 365 of the Bankruptcy Code.

¹ Constellation NewEnergy, Inc. holds the following retail electric service licenses: IL # 11-0394; MD # IR-500; OH # 00-003E(8); PA # A-110036. Constellation NewEnergy, Inc. c/o Customer Care, P.O. Box 4911, Houston, TX 77210 or by telephone at 1-888-898-2297.

4. Aspurity does not believe that you are owed any cure amount that Aspurity or Constellation NewEnergy, Inc., believes must be paid to cure pre-petition defaults and/or pay amounts accrued under your Customer Contract (a "Cure Amount").

5. If you agree that Aspurity does not owe you any amounts, you need not take any further action. If your Customer Contract is assigned to Constellation NewEnergy, Inc., you will see no interruption in your electric service, should continue to pay your electric bill as usual, and will be contacted by Constellation NewEnergy, Inc., about your service.

6. If you seek to object to the validity of the Cure Amount as determined by Aspurity or Exelon or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under your Customer Contract in order for such contract to be assumed and assigned, you must contact Steve Nosek and Yvonne Doose (counsels to Aspurity) by email at snosek@noseklawfirm.com and ydoose@noseklawfirm.com, within fourteen (14) days of service of this notice. Pending an order of the Bankruptcy Court, and if you do not object or your objection is resolved, your Customer Contract will be deemed assumed and assigned under section 365 of the Bankruptcy Code as of the date of the Order granting the Motion; any amounts due as of the date hereof, other than as agreed to as a Cure Amount, cannot be collected from Aspurity or used as a reason to withhold performance under your Customer Contract once assumed and assigned.

7. If there are any unresolved objections, Aspurity either shall not assume and assign such contract, or shall schedule a hearing to resolve such objection.

Any additional questions about this matter can be directed by email to Steve Nosek and Yvonne Doose (counsels to Aspurity) at snosek@noseklawfirm.com and ydoose@noseklawfirm.com.

Dated: August 4, 2017