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CONSTELLATION ENERGY GROUP INC

Form 425

April 28, 2011

Filed by Exelon Corporation

(Commission File No. 1-16169)

Pursuant to Rule 425 under the Securities Act of 1933

and deemed filed pursuant to Rule 14a-12 of the Securities Exchange Act of 1934

Subject Company: Constellation Energy Group, Inc.

(Commission File No. 1-12869)

On April 28, 2011, Exelon included the following language in the website for the proposed transaction:

**Exelon Corporation & Constellation Energy Group**

**Website Copy for [ExelonConstellationMerger.com](http://ExelonConstellationMerger.com)**

**04/28/2011**

Page - 1

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Page - 2

**Table of Contents**

**[PRIMARY NAV]**

<b>0.0 Homepage</b>	4
<b>1.0 Strategic Vision</b>	4
1.1. Leadership and Structure	5
1.1.1. John W. Rowe	6
1.1.2. Mayo Shattuck	7
1.1.3. Christopher M. Crane	8
<b>2.0 Key Benefits</b>	9
2.1. Shareholders	9
2.2. Customers	10
2.3. Maryland, Baltimore and BGE	10
<b>3.0 Newsroom</b>	11
3.1. Analyst Conference Call and Webcast	11
<b>4.0 Contact</b>	12
<b>5.0 Our Combined Presence</b>	13
5.1. Complementary Business Models and Service Territories	13
5.2. Regulated Utilities Service Territories	14

**[FOOTER NAVIGATION]**

6.0 Privacy Policy	15
7.0 Terms of Use	19
8.0 Legend	24

## 0.0 Homepage

### Exelon Corporation and Constellation Energy

The boards of directors of Exelon Corporation (NYSE: EXC) and Constellation Energy (NYSE: CEG) have agreed to combine the two companies in a stock-for-stock transaction. The merger creates the number one competitive energy provider with one of the industry's cleanest and lowest-cost power generation fleets and one of the largest commercial, industrial and residential customer bases in the United States.

[Read the merger press release>>](#) [link to PDF]

[Live Analyst Conference Call and Webcast Information | Thursday, April 28, 10:00 a.m. ET >>](#)

[Strategic Fit](#) [link to 1.0]

The combined company will bring together complementary businesses and will have enhanced scale and financial strength to support profitable growth as the nation's number one competitive energy provider.

[Key Benefits](#) [link to 2.0]

The merger creates a platform for growth and delivers benefits for shareholders, customers and Maryland.

### Metadata

Title: Site title

Keywords: keywords, separated, by, commas

Description: Site description

## 1.0 Strategic Fit

### Strategic Fit

The merger of Exelon and Constellation creates the number one competitive energy provider, one of the industry's cleanest and lowest-cost power generation fleets and one of the largest commercial, industrial and residential customer bases in the United States. Both Exelon and Constellation have demonstrated their commitment to sustainability and competitive markets, helping drive innovation, efficiency, customer choice and better rates. Together, we will be an even stronger advocate for achieving these ideals.

[Learn more about the leadership and structure of the new company >>](#) [link to 1.1]

### Scale and Financial Strength

The combined entity will benefit from increased scale and financial strength, bringing more clean energy supply to more customers. We will be better positioned to drive expansion of competitive energy markets while at the same time optimizing investment needs in a capital intensive industry. Our increased scale will let us make the most of a changing regulatory environment that favors clean generation sources while at the same time help us manage risk in power price movements and position us for market recovery.

### Complementary Businesses Creating a Platform for Growth

The combination will integrate two complementary upstream and downstream businesses, giving us the potential to optimize value throughout the company. Matching Exelon's leading, environmentally-advantaged power generation fleet with Constellation's industry leading

customer-facing business provides the opportunity for greater efficiencies in both.

## **A Broad Geographic Footprint**

The combined company will be one of the largest competitive suppliers of electricity, gas, and other products and services to commercial, industrial and residential customers, and will have operations and business activities in 38 states, the District of Columbia, plus the Canadian provinces of Alberta and Ontario.

## **Enhanced Utility Platform**

The new company will also be the second largest regulated distributor of electricity and gas, with 6.6 million customers in Maryland, Illinois and Pennsylvania. The three utilities within the new Exelon BGE, ComEd and PECO will remain headquartered in Baltimore, Chicago and Philadelphia, respectively, and will be focused on safety, customer service, reliability and consistent infrastructure investment within their jurisdictions. However, the merger is expected to benefit customers as all three utilities work together to share best practices to continually improve performance.

## **Clean Power and Competitive Prices for Millions of Customers**

The new company will bring clean power and competitive prices to millions of customers. It will be:

The number one competitive energy products and services supplier by load (about 165 terawatt-hours) and customers (about 35,000 commercial and industrial and millions of households through retail and wholesale sales) across 38 states, the District of Columbia, and the Canadian provinces of Alberta and Ontario;

The number two residential electricity and gas distribution company, serving 6.6 million customers in Maryland, Illinois and Pennsylvania;

The number one competitive power generator (more than 34 gigawatts of power generation and 226 terawatt-hours of expected output), including the nation's largest nuclear fleet (nearly 19,000 megawatts); and

One of the nation's cleanest power generation fleets (about 55 percent nuclear, 24 percent natural gas and 8 percent renewable/hydro) and a leadership position in commercial solar energy development, energy efficiency and demand response services.

## **1.1 Leadership and Structure**

### **Leadership and Structure**

John W. Rowe, Exelon's current chairman and CEO, will be retiring upon the closing of the transaction. Mayo A. Shattuck III, currently chairman, president, and CEO of Constellation, will serve as executive chairman. Christopher M. Crane, currently president and COO of Exelon, will serve as president and CEO of the combined company.

Both Crane and Shattuck will serve on the 16-member board of directors of the combined company, 12 members of which will be designated from Exelon's board of directors and four from Constellation's. However, the board may be set initially at 18 directors to accommodate two Exelon directors who will retire during 2012.

[Photo]

[John W. Rowe](#) [link to 1.1.1]  
**Structure**

[Photo]

[Mayo A. Shattuck III](#) [link to 1.1.2]

[Photo]

[Christopher M. Crane](#) [link to 1.1.3]

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Following the merger, the resulting company will retain the Exelon name and be headquartered in Chicago. In addition to the corporate headquarters, Illinois will continue to be home to ComEd and

Page - 5

Exelon Business Services Company (both in Chicago), as well as the Midwest regional headquarters for Exelon Nuclear (in Warrentonville).

Pennsylvania will continue to be home to headquarters for PECO (in Philadelphia) and Exelon Power (in Kennett Square). Exelon Nuclear's headquarters will also be located at Kennett Square.

Exelon's and Constellation's commercial retail and wholesale businesses will be consolidated under the Constellation brand and be headquartered in Baltimore. BGE will retain its Baltimore headquarters.

BGE, ComEd and PECO will remain headquartered in Baltimore, Chicago and Philadelphia, respectively, and will be focused on safety, customer service, reliability and consistent infrastructure investment within their jurisdictions. However, the merger is expected to benefit customers as all three utilities work together to share best practices to continually improve performance.

### **1.1.1 John W. Rowe**

#### **John W. Rowe**

[Add link to downloadable photo]

John W. Rowe is the chairman and chief executive officer of Chicago-based Exelon Corporation, one of the nation's largest electric utilities. Its retail affiliates serve 5.4 million customers in Illinois and Pennsylvania, and its generation affiliate operates the largest fleet of nuclear power plants in the nation.

#### **Industry leadership**

Rowe is the senior chief executive in the utility industry, having served in such positions since 1984. Rowe has led Exelon since its formation in 2000 through the merger of PECO Energy and the parent of Commonwealth Edison. Rowe previously held chief executive officer positions at the New England Electric System and Central Maine Power Company, served as general counsel of Consolidated Rail Corporation, and was a partner in the law firm of Isham, Lincoln & Beale. Rowe is the past chairman of the Nuclear Energy Institute and the Edison Electric Institute. He was co-chairman of the National Commission on Energy Policy, an industry and environmental organization dealing with climate change, and serves on the Secretary of Energy's Blue Ribbon Commission on America's Nuclear Future, a panel to provide recommendations on managing used nuclear fuel and waste. He is the lead independent director of the Northern Trust Company and a member of the boards of directors of Sunoco and UChicago Argonne LLC. In both 2008 and 2009, Institutional Investor named Rowe the best electric utility CEO in America.

#### **Civic and Charitable Commitment**

Rowe is committed to a wide variety of civic and charitable activities, with a focus on education and diversity. He serves as chairman of the Illinois Institute of Technology and president of the Wisconsin Alumni Research Foundation. He is the former chairman of the Commercial Club of Chicago and the Chicago History Museum. He is a member of the boards of the Field Museum, the Illinois Holocaust Museum, and the Morgridge Institute for Research. Rowe and his wife, Jeanne, established the Rowe Family Charitable Trust. The Rowes and the Family Trust have founded the Rowe Professorship of Architecture and the Rowe Chair in Sustainable Energy at IIT, the Rowe Professorship in Byzantine History and the Rowe Professorship in Greek History at the University of Wisconsin, the Rowe Professorship in Virology at the Morgridge Institute and the Wisconsin Alumni Research Foundation, and the Curator of Evolutionary Biology at the Field Museum. The Trust co-founded the Rowe-Clark Math and Science Academy and the Rowe Elementary School. The Rowes serve as patrons of the Pope John Paul II parochial school on Chicago's southwest side. Rowe is chairman of New Schools for Chicago, a nonprofit organization formed to fund charter schools in the City of Chicago, and serves on the board of the Northwestern Settlement House.



**Awards and Recognition**

Rowe has been widely recognized for his civic and professional leadership. Recent awards include:

The Misericordia Heart of Mercy Award (2010)

The Edison Electric Institute Distinguished Leadership Award (2009)

Election as a Fellow of the American Academy of Arts & Sciences (2009)

The Chicago Council on Global Affairs Global Leadership Award (2009)

The Chicagoland Chamber of Commerce's Daniel H. Burnham Award for Business and Civic Leadership (2008)

Induction into the Junior Achievement's Chicago Business Hall of Fame (2008)

Illinois Holocaust Museum's Humanitarian Award (2008)

Civic Federation of Chicago's Lyman Gage Award for Outstanding Civic Leadership (2008)

The National Latino Education Institute Corporate Leadership Award (2008)

University of Arizona's Executive of the Year Award (2007)

The Union League of Philadelphia's Founder's Award for Business Leadership (2005)

The American Jewish Committee's Civic Leadership Award (2004)

El Valor's Corporate Visionary Award (2003)

The City Club of Chicago's Citizen of the Year Award (2002)

The Anti-Defamation League's World of Difference Award (2000)

**Education and Family**

Rowe holds undergraduate and law degrees from the University of Wisconsin, where he was elected to Phi Beta Kappa and the Order of the Coif. He has also received that university's Distinguished Alumni Award. Rowe holds honorary doctorates from the University of Wisconsin,

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DePaul University, Illinois Institute of Technology, Drexel University, University of Massachusetts-Dartmouth, Bryant College and Thomas College.

Rowe and his wife, Jeanne, reside in Chicago, as does their son, William.

### **1.1.2 Mayo A. Shattuck III**

#### **Mayo A. Shattuck III**

**[Add Link to Downloadable Photo]**

Mayo A. Shattuck III was appointed President and Chief Executive Officer of Constellation Energy effective Nov. 1, 2001, and was elected Chairman of the Board in July 2002. Constellation Energy is a leading competitive supplier of power, natural gas and energy products and services for homes and businesses across the continental United States. It owns a diversified fleet of generating units, totaling approximately 12,000 megawatts of generating capacity, and is a leading advocate for clean, environmentally sustainable energy sources, such as solar power and nuclear energy. The company delivers electricity and natural gas through the Baltimore Gas and Electric Company (BGE), its regulated utility in Central Maryland. A FORTUNE 500 company headquartered in Baltimore, Constellation Energy had revenues of \$14.3 billion in 2010. Prior to joining Constellation Energy, he was with Deutsche Bank, where he served as Chairman of the Board of Deutsche Banc Alex. Brown and, during his tenure, served as Global Head of Investment Banking and Global Head of Private Banking.

From 1997 to 1999, he served as Vice Chairman of Bankers Trust Corporation, which merged with Deutsche Bank in June 1999. From 1991 until 1997, Mr. Shattuck was President and Chief Operating Officer and a Director of Alex. Brown Inc., which merged with Bankers Trust in September 1997.

He was born in 1954 in Massachusetts and received his bachelor of arts degree from Williams College and his master's degree in business administration from Stanford University, where he graduated as an Arjay Miller Scholar. Mr. Shattuck has received an honorary Doctor of Public Service degree from the University of Maryland, Baltimore County.

Mayo Shattuck currently serves as a Director of Gap Inc. and is Chairman of its Audit and Finance Committee and is a Director of Capital One Financial Corporation, where he serves as Chairman of its Compensation Committee. Mr. Shattuck is a member of the board of Edison Electric Institute (EEI) and in March 2011 was re-elected Chairman of the Board of the Institute of Nuclear Power Operations (INPO). Mr. Shattuck is a member of the Board of Trustees of Johns Hopkins Medicine and is Chairman of the Board of Visitors of the University of Maryland, Baltimore County.

He is married to Molly George Shattuck and has five children, Mayo IV, Katie, Spencer, Wyatt and Lillian.

### 1.1.3 Christopher M. Crane

#### Christopher M. Crane

[Add Link to Downloadable Photo]

Christopher M. Crane is president and chief operating officer of Exelon Corporation and president of Exelon Generation. Exelon is a utility holding company with the largest market capitalization in the electric utility industry. Exelon Generation constitutes one of the industry's largest portfolios of electric generating capacity, with a multi-regional reach. It operates the nation's largest fleet of nuclear power plants, and through its generation and trading organizations, controls more than 31,000 megawatts of electric supply. Exelon's retail affiliates serve 5.4 million customers in Illinois and Pennsylvania.

#### Professional History

Crane is one of the leading executives in the power industry. Exelon Generation has substantial coal, hydro-electric, natural gas, oil, solar, wind and landfill gas generating capacity, but its foundation and competitive advantage is the nation's largest and consistently best performing nuclear generation fleet.

Crane has worked in the nuclear industry in progressively more responsible positions for 30 years. He joined Exelon (then ComEd) in 1998, and was named Chief Nuclear Officer in 2004. He was a key player in the dramatic turnaround of ComEd nuclear performance, and the development of Exelon's proprietary Nuclear Management Model, a codification of industry-leading operational, safety, management, regulatory, workforce and financial practices. The Management Model is the key to Exelon Nuclear's sustained excellence in production, cost and overall effectiveness.

Crane assumed responsibility for Exelon's fossil, hydro and renewables facilities, in addition to the nuclear fleet, in 2007. He has directed a broad range of generation and business development initiatives, including new nuclear development, nuclear operating services, development of the nation's largest urban solar project, innovative decommissioning strategies, and asset optimization. He was instrumental in establishing corporate citizenship and public outreach as a plant priority.

Prior to joining Exelon, Crane served as Browns Ferry Nuclear site vice president for the Tennessee Valley Authority, and worked in new plant start-up at the Comanche Peak Nuclear Plant in Texas and Palo Verde Nuclear Plant in Arizona.

#### Civic Involvement

Crane is an acknowledged leader in both the U.S. and international nuclear industry. He is a member of the board of directors of the Institute of Nuclear Power Operations, the industry organization promoting the highest levels of safety and reliability in nuclear plant operation. He is a member of the

executive committee of the Nuclear Energy Institute, the nation's nuclear industry trade association, where he has also served as chairman of the New Plant Oversight Committee, and as a member of the Nuclear Strategic Issues Advisory Committee, the Nuclear Fuel Supply Committee, and the Materials Initiative Group. He is vice chairman of the World Nuclear Association, promoting the peaceful worldwide use of nuclear energy. He is on the board of the Foundation for Nuclear Studies.

## Education

Crane studied at New Hampshire Technical College, and attended Harvard Business School's Advanced Management Program. He has held a senior reactor operator certification.

## 2.0 Key Benefits

### Key Benefits

The agreement brings together Exelon's large, environmentally-advantaged generation fleet and Constellation's industry leading customer-facing businesses, creating a platform for growth that delivers benefits for:

#### Shareholders [link to 2.1]

Accretive to earnings by more than 5 percent in 2013; break-even in 2012

#### Customers [link to 2.2]

Bringing best practices and more clean energy supply to more customers

#### Maryland, the City of Baltimore and BGE Customers [link to 2.3]

More than \$250 million in direct investment in Maryland

## 2.1 Shareholders

### Shareholders

This transaction offers clear financial upside for both sets of shareholders. It is anticipated to be break-even to Exelon's adjusted earnings in 2012; in 2013, it is expected to be accretive to earnings by more than 5 percent.

The market capitalization of the combined company will be \$34 billion with an enterprise value of \$52 billion. Under the merger agreement, Constellation's shareholders will receive 0.930 shares of Exelon common stock in exchange for each share of Constellation common stock. Based on Exelon's closing share price on April 27, 2011, Constellation shareholders would receive a value of \$38.59 per share, or \$7.9 billion in total equity value.

The exchange ratio represents an 18.1 percent premium to the 30-day average closing stock prices of Exelon and Constellation as of April 27, 2011.

Following completion of the merger, Exelon shareholders will own approximately 78 percent of the combined company and Constellation shareholders approximately 22 percent on a fully diluted basis.

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Based on Exelon's current annual cash dividend rate of \$2.10 per common share, Constellation shareholders would receive an approximate 103 percent dividend increase, or \$0.99 per Constellation share over the current Constellation annual dividend.

## 2.2 Customers

### Customers

The scale and strength of the new company will benefit commercial retail and wholesale customers. Utility customers will benefit from shared best practices across a broad utility portfolio.

### Commercial Retail & Wholesale Customers

Constellation's industrial and commercial customers are expected to benefit from the combined organization's ability to offer longer-term contracts, more competitive prices and expanded retail offerings as the cost efficiencies of our scale are fully realized. Exelon has an abundant clean energy supply, something other retailers in the energy industry can't match.

Increased scale and financial strength will help bring more clean energy supply to more customers. The combined company will be in a position to expand its competitive energy business supported by a low cost base, operational efficiencies and investment in innovation, including expansion of renewable and green product options and services.

### Utility Customers

BGE, ComEd and PECO will remain headquartered in Baltimore, Chicago and Philadelphia, respectively, and will be focused on safety, customer service, reliability and consistent infrastructure investment within their jurisdictions. However, the merger is expected to benefit customers as all three utilities work together to share best practices to continually improve performance.

## 2.3 Maryland, Baltimore and BGE Customers

### Maryland, Baltimore and BGE Customers

The transaction will benefit the State of Maryland, the City of Baltimore and BGE gas and electric customers specifically. The public interest is strongly served and the State of Maryland will be advantaged by the companies' intention and commitment to proceed with the plan described below.

The growth engine of the combined corporation will be headquartered in Baltimore. Exelon's Power Team will be combined with Constellation's wholesale and retail business under the Constellation brand.

Both companies' renewable energy businesses will also be headquartered in Baltimore, and build on their growing success with utility scale renewable energy generation, solar and other renewable generation on-site at customer facilities, and a vibrant business providing customers with renewable energy credits, Green-e certificates, and other green electricity products.

To house the expanded Baltimore commercial and renewable energy headquarters, the new company intends to build or substantially renovate a state-of-the-art LEED office center in Baltimore. Additionally:

\$4 million will be provided to support the objectives of the EmPower Maryland Energy Efficiency Act;

\$10 million will be provided to help spur development of electric vehicle infrastructure in Maryland; and

More than \$50 million will be invested to develop 25 megawatts of renewable energy in Maryland.  
BGE customers will receive the following direct benefits:



A \$100 credit will be given to each BGE residential customer within 90 days after closing;

\$5 million will be provided for the State of Maryland's Electric Universal Service Program (EUSP);

BGE's electric and gas operations will continue to be managed from the BGE headquarters in Baltimore;

BGE jobs will not be affected by the merger for at least two years after the transaction closes; and

BGE customers will benefit from the sharing of best practices with Exelon's utilities PECO and ComEd in the areas of safety, reliability, efficiency and customer service.

In addition, the companies have agreed that charitable giving of about \$10 million annually by the Baltimore-based businesses would be maintained for at least 10 years following the merger.

The total value of direct investment in Maryland will be more than \$250 million.

### **3.0 Newsroom**

#### **Newsroom**

Downloadable resources about the merger of Exelon and Constellation:

[Links for Downloadable Press Conference Photos]

#### **Press Release**

April 28, 2011

[Exelon and Constellation Energy to Merge](#) [link to PDF]

#### **Photographs Available for Download and Use**

[photo display or links to download high res?]

[Sidebar Content]

#### **Key Documents**

Merger Press Release

FAQ

Merger Fact Sheet



Investor Presentation [Posted at 6:15AM]

Transcript of Analyst Call [Posted after analyst call]

**3.1 Analyst Conference Call and Webcast**

**Analyst Conference Call and Webcast**

Rowe, Shattuck and Crane will discuss the merger on a one-hour conference call with the financial community on April 28, 2011, at 10 a.m. Eastern time. The call-in number in the U.S. and Canada is 800-690-3108, and the international call-in number is 973-935-8753. If requested, the conference ID number is 63300488. Media representatives are invited to participate on a listen-only basis. The call will be webcast and archived on Exelon's and Constellation's websites: [www.exeloncorp.com](http://www.exeloncorp.com) and [www.constellation.com](http://www.constellation.com) (select the Investors page of either site).

Telephone replays will be available until May 12. The U.S. and Canada number for replays is 800-642-1687, and the international number is 706-645-9291. The conference ID number is 63300488.

#### **4.0 Contact**

##### **Contact**

Please contact Exelon and Constellation directly with any inquiries.

##### **Exelon Corporation**

Media: 312-394-7417

Investors: 312-394-2345

##### **Constellation Energy**

Media: 410-470-7433

Investors: 800-258-0499

#### **4.1 Thank You [Response to Updates Sign-Up]**

##### **Thank You**

You are now signed up to receive email updates about the merger of Exelon and Constellation. We appreciate your interest and look forward to sharing information with you as it becomes available.

## **5.0 Services Map**

### **Complementary Business Models and Service Territories**

The combined company will be one of the largest competitive suppliers of electricity, gas, and other products and services to commercial, industrial and residential customers, and will have operations and business activities in 38 states, the District of Columbia, plus the Canadian provinces of Alberta and Ontario.

**Regulated Utilities Service Territories**

The company will be the second largest regulated distributor of electricity and gas, with 6.6 million customers in Maryland, Illinois and Pennsylvania.

## **6.0 Privacy Policy**

### **Privacy Policy**

Exelon Privacy Policy

Constellation Privacy Policy

#### **Exelon Privacy Policy**

Exelon and its major affiliates Commonwealth Edison Company and PECO Energy Company (hereinafter referred to collectively as **Exelon**) are strongly committed to protecting the privacy of you, its customers and the users of this web site. In light of this commitment, Exelon adheres to the practices provided below.

You should exercise discretion in what information you send to Exelon by email. Exelon cannot guarantee that email sent over the internet is secure and will not be intercepted by others before it reaches Exelon. Exelon is not responsible for the security of information contained in emails sent over the internet. Exelon does not use technology that automatically collects personally identifiable information from you through this web site such as name, address, telephone number, email address, or domain name.

Exelon does not disclose or sell any personal information about you to third parties without your prior approval, except as required by law, requested by regulatory agencies and governmental authorities, or as arises from the sale of all or a portion of any of its businesses. Exelon uses the information collected on this web site only to better provide you with Exelon's services. From time to time, Exelon may change its privacy policy, and will make reasonable efforts to publish such changes. Furthermore, Exelon applies security procedures in an effort to protect your information.

#### **Collecting and using personal information**

When you submit personal information to Exelon, you are agreeing to permit Exelon and its subsidiaries and affiliates to access, store and use the information wherever in the world Exelon and its subsidiaries and affiliates do business, both inside and outside the United States. In particular, Exelon may use your personal information for various business purposes, such as statistical analyses, generating surveys, doing market research, improving its services, and notifying you about services and changes that may affect you, among other business purposes all in an effort to better serve and provide you with the best service available.

#### **Who should use this web site**

Exelon's web site is intended to provide general information about Exelon and its services. Exelon's web site is intended for adults and not children under 18. Exelon will not knowingly collect personal information from children under 13 years of age, nor allow children under the age of 13 to use certain features of our website without the consent of a child's parent or guardian. Exelon will not knowingly disclose personal information collected from children.

#### **External Links**

In some cases, Exelon's web site links to other sites that collect personal information by and for other parties. In these cases, the personal information you provide on those sites is governed by the privacy policy of that site. Exelon does not assume responsibility for the actions of other parties. However, Exelon will use reasonable efforts to maintain secure connections with you and limit access to databases containing your personal information to authorized parties, including our own employees, whose access to your information is on a need to know basis. As such, our employees are trained to protect your privacy.

#### **Cookie use**

Cookies are small text files that are stored on your computer's hard drive by a web site through your browser. Cookies enable a web site such as Exelon's to keep track of your activities on that web site,



and to improve your use of the site, such as by keeping track of your preferences. Cookies do not include any personal information. Additionally, you can change your browser settings on your personal computer so that cookies are not stored on your hard drive. Exelon does not use clickstream, web bugs, spyware or adware nor does it place any technological thing on your computer or browser.

#### **Disclosure to government**

Exelon reserves the right to monitor and disclose, without your consent, any communications or personal information, whenever requested to do so by courts, government agencies or by law enforcement authorities.

Exelon will use reasonable efforts to address concerns you may have about your personal information. You may contact Exelon by using the Contact Us area of the site.

#### Constellation Privacy Policy

This privacy policy ( Privacy Policy ) applies to your use of this Web site of Constellation Energy Group, Inc. or one of its affiliates ( us or we ). We have created this Privacy Policy in order to demonstrate our firm commitment to privacy and to disclose our information gathering and dissemination practices. Using this Web site indicates that you accept the terms of this Privacy Policy, so please read it carefully before any use. If you do not accept the terms of this Privacy Policy, then do not use this Web site.

#### Information Collection and Use

We do not collect information that personally identifies you (i.e., information about you such as your name, address, telephone number, and e-mail address) unless you provide it to us voluntarily or you use one of our vendor applications such as online payment and account management programs. We use data provided by users to tailor and deliver services to suit the particular needs of our clients. We may use demographic and profile information to tailor a user's experience at our site, showing them the content that we think they might be interested in as well as displaying the content according to the user's preferences.

This Web site may collect certain non-personally identifiable information about you which is made available by your browser, computer hardware and/or software, including but not limited to your IP address, browser type, operating system, domain name, access times and referring Web site addresses. This information is used to operate the service, to maintain and improve quality of the service, and to provide general statistics regarding use of our Web sites.

We may use your IP address to help administer our Web site. IP addresses are logged to track a user's session. This tells us the region our site visitors come from and indicates which parts of our site users are visiting. We do not link IP addresses to personally identifiable information. This means that a user's session will be tracked, but the user's identity will be anonymous to us.

Our site may also use order forms to enable site visitors to request information, products and services. We collect visitors' contact information, such as their e-mail addresses, from the order form to send information about us to them. We may administer online surveys to gather information about your views and/or usage of our products and services, the usefulness of our Web site or other related matters. Your participation in our online surveys is voluntary. If you choose to participate, the information you provide will be used to improve our Web site, products and services.

#### Children's Privacy

We comply with the Child Online Protection Act of 1998. We do not wish to collect or disseminate personal information from children under 13 years of age. If we become aware that a user under the age of 13 has submitted information or is attempting to submit information, we will notify the user that he or she is not eligible to submit information to us, and we will expunge any personally identifiable information from our records.

#### Cookies and Tracking Information

Cookies are small text files placed in your computer's browser that store certain preferences and information, which may enhance your web browsing experience. This site may use cookies for any of a





variety of reasons, including but not limited to improving quality, enhancing our understanding of how users interact with us, and for session management purposes. If for some reason you would rather not take advantage of the benefits made possible by cookies, most web browsers allow you to reject cookies or to choose which cookies to accept. However, certain features of the Web site may not work as intended or may be slowed if you decline to accept cookies.

#### Information Sharing and Disclosure

Except as provided in this Policy, we do not willfully disclose individually identifiable information about our users to anyone outside of our corporate family without first receiving that user's permission. In addition, Baltimore Gas and Electric Company will not share confidential customer information with other Constellation Energy companies except to the extent permitted by applicable law and regulation. We may occasionally hire other companies to provide limited services on our behalf, including but not limited to packaging, mailing and delivering purchases, answering customer questions about products or services, sending postal mail and processing event registration. We will only provide those companies the information they need to deliver the service, and we will tell them that they are prohibited from using that information for any other purpose.

We may disclose your personal information if required to do so by law or in the good-faith belief that such action is necessary to (a) comply with law or legal process served on us, (b) protect and defend our rights or property, or (c) act in urgent circumstances to protect the personal safety of us, our employees, users of our products or services, or members of the public.

We may share certain aggregated information with others, such as the number of users performing searches and how many visits were made to a particular Web page.

#### Third Party Sites

This site may contain links to third party sites not owned or operated by us. We are not responsible for the privacy practices or the content of such Web sites operated by third parties. Once you have left our Web site, we suggest you check the applicable privacy policy of the third party Web site to determine how they will handle any information they collect from you.

#### Information Protection and Security

We maintain reasonable physical, electronic and procedural safeguards to restrict access to your personally identifiable information to employees and personnel who need to know such information in order to operate, develop or improve our services. Any such personal information is transferred to our servers. Electronic safeguards include technology such as firewalls and Secure Sockets Layers (SSL) to protect and encrypt certain sensitive transmissions of information. However, you should keep in mind that this Web site is run on software, hardware, and networks, any component of which may, from time to time, require maintenance, experience problems or breaches of security. You are solely responsible for maintaining the confidentiality of any username and/or password and are responsible for any unauthorized use.

#### Deleting or Changing Your Information

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#### Contact Information

If you have any questions about this Policy, please contact:

Constellation Energy Group, Inc.

Attn: Webmaster

100 Constellation Way

Page - 17

Baltimore, MD 21202

[webmaster@constellation.com](mailto:webmaster@constellation.com)

Page - 18

## 7.0 Terms of Use

### Terms of Use

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Chicago, IL 60603

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Page - 20

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#### Contact Information

If you have any questions about this Policy, please contact:

Constellation Energy Group, Inc.

Attn: Webmaster

100 Constellation Way Baltimore, MD 21202

[webmaster@constellation.com](mailto:webmaster@constellation.com)



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## 8.0 Legend

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Annual Report on Form 10-K in (a) ITEM 1A. Risk Factors, (b) ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and (c) ITEM 8. Financial Statements and Supplementary Data: Note 18; (2) Exelon's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011 in (a) Part II, Other Information, ITEM 1A. Risk Factors, (b) Part 1, Financial Information, ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations and (c) Part I, Financial Information, ITEM 1. Financial Statements: Note 12; and (3) Constellation's 2010 Annual Report on Form 10-K in (a) ITEM 1A. Risk Factors, (b) ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and (c) ITEM 8. Financial Statements and Supplementary Data: Note 12. These risks, as well as other risks associated with the proposed merger, will be more fully discussed in the joint proxy statement/prospectus that will be included in the Registration Statement on Form S-4 that Exelon will file with the SEC in connection with the proposed merger. In light of these risks, uncertainties, assumptions and factors, the forward-looking events discussed in this communication may not occur. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this communication. Neither Exelon nor Constellation undertake any obligation to publicly release any revision to its forward-looking statements to reflect events or circumstances after the date of this communication.

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