



DM 11-175



August 10, 2011

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

RE: VIRIDIAN ENERGY MD LLC APPTICATION FOR LICENSE AS A COMPETITIVE ELECTRIC POWER SUPPLIER

Enclosed please find the Application for License as a Competitive Electric Power Supplier for Viridian Energy MD LLC.

Per N.H. Code Admin. Rules Puc 2003.01, we are submitting the original along with two copies and an electronic copy on the enclosed CD in PDF format. Enclosed is a check for \$500.00 for the registration fee.

Viridian Energy MD LLC ("VEMD") has completed Supplier Training with Public Service of New Hampshire on June 28, 2011, as evidenced by the enclosed certificate, marked Exhibit 5. Our electronic data interchange (EDI) testing with the utilities is pending. We have contracted with Energy Services Group (ESG) for all EDI transaction needs. ESG currently has four clients in production in New Hampshire, with a total of 8,920 meters. They are in production behind all four electric utilities in New Hampshire.

Per Puc 2003.01 (d) (2), VEMD is able to obtain supply in the New England energy market through a contractual relationship with Viridian Energy, Inc. ("VEI"), our affiliate and New England Power Pool ("NEPOOL") member in good standing. Please see Exhibit 6 for a copy of the contract and proof of VEI's NEPOOL membership status.

Per Puc 2003.03, enclosed please find our financial security, marked Exhibit 7, in the form of a surety bond in the amount of \$100,000. Please note that the bond term is for one year, however may be continued from year to year.

Please do not hesitate to contact me at 203-663-7524 or rjacobs@viridian.com if you have any further questions.

Sincerely,

Rafi Jacobs
Director of Business Development
Viridian Energy

VIRIDIAN ENERGY: 64 NORTH MAIN STREET, NORWALK, CONNECTICUT 06854

TEL 1.866.663.2508 FAX: 203.413.4434

Registration Application for Viridian Energy MD LLC

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

Viridian Energy MD LLC
www.viridian.com

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;

64 North Main Street
Norwalk, CT 06854
Phone: 866-663-2508
Email: customercare@viridian

(3) The applicant's place of incorporation, if anything other than an individual;

Viridian Energy MD LLC is incorporated in the state of Nevada

(4) 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) if the applicant is anything other than an individual;

Michael Fallquist, CEO
64 North Main Street
Norwalk, CT 06584
212-561-5498
mfallquist@viridian.com

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

- a. The name, business address and telephone number of the entity;**
- b. A description of the business purpose of the entity; and**
- c. A description of any agreements with any affiliated New Hampshire utility;**

NA

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

Customer Service Contact:
Betsy Webb, VP
bwebb@viridian.com
866-663-2508

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;

Jan Fox, VP and General Counsel
64 North Main Street
Norwalk, CT 06584
23-517-0130
jfox@viridian.com

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

NRAI Corporate Services
63 Pleasant Street
Concord, NH 03301

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

See Exhibit 1 for a copy of our authorization from the New Hampshire Department of State

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

Viridian Energy MD LLC intends to serve all franchise areas in New Hampshire, including National Grid, NHEC, PSNH, and Unitil.

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

Viridian Energy MD LLC intends to serve all customers types and classes in all franchise areas, including residential, small commercial, and large commercial/industrial.

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

See Exhibit 2, attached

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which

the applicant has conducted business relating to the sale of electricity;

See Exhibit 3, attached

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

- a. For partnerships, any of the general partners;**
- b. For corporations, any of the officers, directors or controlling stockholders; or**
- c. For limited liability companies, any of the managers or members;**

None of the managers or members of Viridian Energy MD LLC, its parent, or its affiliates have ever been convicted of any felony that has not been annulled by a court.

(15) A statement as to whether the applicant or any of the applicant's principals:

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;**

Viridian Energy MD LLC has not had any civil, criminal or regulatory sanctions or penalties imposed against it pursuant to any state or federal consumer protection law or regulation in the last 10 years.

- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;**

Viridian Energy MD LLC has not settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation in the last 10 years.

- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;**

Viridian Energy PA LLC, an affiliate of Viridian Energy MD LLC, was served with a Show Cause Order by the Maryland Public Service Commission on January 26, 2011. We are currently working closely with the Commission and Staff to resolve the dispute and will update you once it has been brought to closure.

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

On January 14, 2011, the Staff of the Maryland Public Service Commission ("Staff") filed a complaint against Viridian Energy PA, LLC ("Viridian Energy") alleging that Viridian Energy violated Maryland law by publishing two print advertisements that included misleading and deceptive content, and by describing its electricity product as a "no contract" obligation. The Maryland Public Service Commission ("Commission") on January 26, 2011 entered a show cause order directing Viridian Energy to show cause as to why its Maryland electricity license should not be revoked or suspended, and why Viridian Energy

should not be required to pay a fine. Viridian Energy appeared before the Commission on February 9, 2011 and April 1, 2011 and, on March 29, 2011, submitted a joint recommendation with Staff that included modifications to the manner in which Viridian Energy trains its independent associates, improvements to the company's enrollment processes to protect customers, and a \$20,000 payment. The matter is currently pending before the Commission.

(17) For those applicants intending to telemarket, a statement that the applicant shall:

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;**
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and**
- c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;**

Viridian Energy MD LLC will maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; will obtain monthly updated do-not-call lists from the National Do Not Call Registry; and will not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.

(18) For those applicants that intend not to telemarket, a statement to that effect;

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

Viridian Energy MD LLC intends to utilize utility consolidated billing as a means of billing and collecting from customers in New Hampshire.

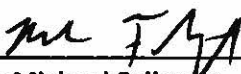
(20) A copy of each contract to be used for residential and small commercial customers;

See Exhibit 4, attached.

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

I, Michael Fallquist, am authorized to file this application on behalf of Viridian Energy MD LLC

(22) The signature of the applicant or its representative.

By: 
Name: Michael Fallquist
Date: 8/12/11

Viridian Energy MD LLC

Exhibit 1

A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;



State of New Hampshire

Department of State

Corporation Division
107 North Main Street
Concord, N.H. 03301-4989
603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Registration as a Foreign Limited Liability Company.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 652952

State of New Hampshire

Filed
Date Filed: 06/22/2011
Business ID: 862952
William M. Gardner
Secretary of State

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00

Form FLLC-1
RSA 304-C:12

Use black print or type.

Form must be single-sided, on 8 1/2 x 11" paper;
double sided copies will not be accepted.

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the limited liability company is Viridian Energy MD LLC

SECOND: The name which it proposes to register and do business in New Hampshire is _____

Viridian Energy MD LLC

THIRD: It is formed under the laws of Nevada

FOURTH: The date of its formation is 01/26/2010

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is _____

Electricity supply

SIXTH: The name of its registered agent in New Hampshire is National Registered Agents, Inc.

and the street address, town/city (including zip code and post office box, if any) of its registered office is
(agent's business address in New Hampshire) 63 Pleasant Street, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



T1117331023

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: _____

me Fly

Print or type name: _____

Michael Fallquist

Title: _____

CEO

Date signed: _____

6/21/2011

Complete address of person signing: _____

Viridian Energy

64 North Main St

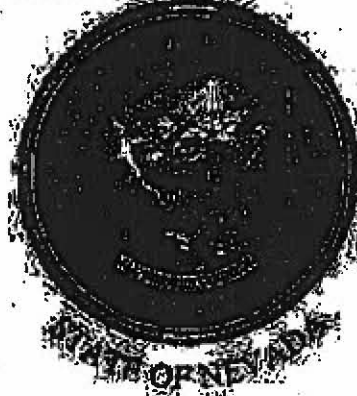
Norwalk, CT 06854

- * Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL CERTIFICATE OF EXISTENCE OR DOCUMENT OF SIMILAR IMPORT ISSUED BY THE STATE OR COUNTRY OF FORMATION AND FORM SRA to: Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

SECRETARY OF STATE



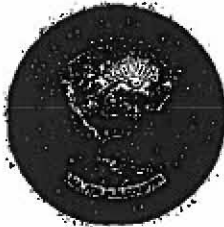
CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **VIRIDIAN ENERGY MD LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since January 26, 2010, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 22, 2011.


ROSS MILLER
Secretary of State



Electronic Certificate
Certificate Number: C20110622-0334
You may verify this electronic certificate
online at <http://www.nvsos.gov/>

**Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws**

Part I – Business Identification and Contact Information

Business Name: Viridian Energy MD LLC

Business Address (include city, state, zip): 202 South Minnestoa St, Carson City, NV 89703

Telephone Number: (203) 663-7524 E-mail: rjacobs@viridian.com

Contact Person: Rafi Jacobs

Contact Person Address (if different): _____

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected.
[PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. _____ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
A) This business has 10 or fewer owners; and
B) Advertising relating to the sale of ownership interests has not been circulated; and
C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. _____ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____
3. _____ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. ☒ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

1. ☒ This business is not being formed in New Hampshire.
2. _____ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Michael Fallquist Signature: 

Date signed: June 21, 2011

Name (print): _____ Signature: _____

Date signed: _____

Name (print): _____ Signature: _____

Date signed: _____

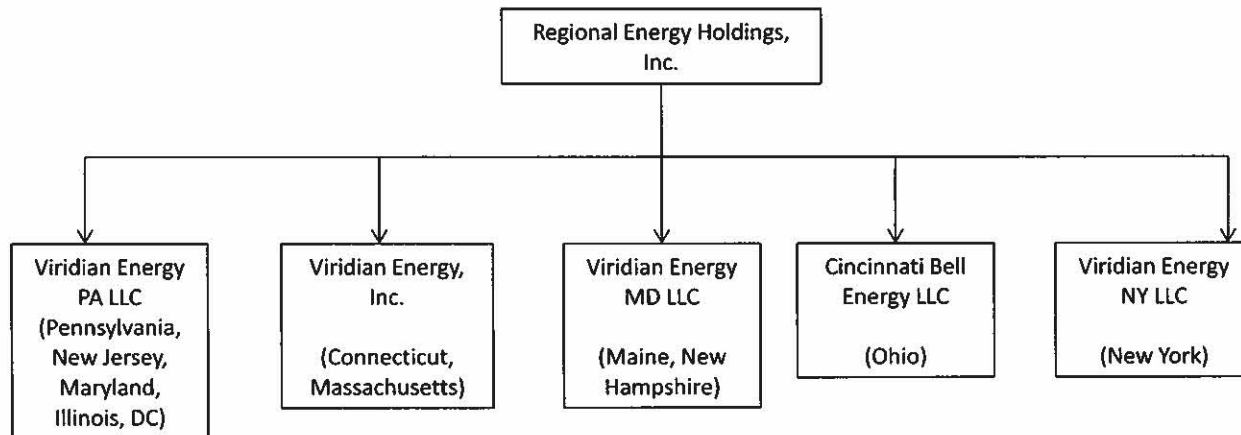
Viridian Energy MD LLC

Exhibit 2

A listing of the states where the applicant currently conducts business relating to the sale of electricity;

Viridian Energy MD LLC (“VEMD”) is a wholly owned subsidiary of Regional Energy Holdings, Inc. (“REHI”). REHI is a holding company that owns energy service companies across the deregulated energy markets of North America. REHI operates five operating subsidiaries including Viridian Energy, Inc. (“VEI”), Viridian Energy NY LLC (“VENY”), Viridian Energy PA LLC (“VEPA”), Cincinnati Bell Energy (“CBE”) and VEMD.

The following organization chart summarizes the relationship between REHI, VEMD, VEPA, VEI, CBE, and VENY.



Viridian Energy MD LLC and its affiliates are currently actively providing electricity supply services to the following states and utilities:

State	Utility	License/Docket #	Active Since	Entity
Connecticut	Connecticut Light and Power United Illuminating	License # 04-09-15	July 2009	Viridian Energy, Inc.
Pennsylvania	Pennsylvania Power and Light PECO Duquesne Light Company	Docket # A-2009-2145794	February 2010	Viridian Energy PA LLC
New Jersey	Atlantic City Electric Jersey Central Power and Light Public Service Electric and Gas Rockland Electric Company	License # ESL-0084	May 2010	Viridian Energy PA LLC
Maryland	Baltimore Gas and Electric Potomac Electric Power Company	License Reference No.: IR-1840	July 2010	Viridian Energy PA LLC
New York	Con Edison Central Hudson Gas and Electric National Grid Orange and Rockland NYSEG RGE	ESCO Code VRID	March 2011	Viridian Energy NY LLC
Ohio	Duke Energy Ohio	Certificate # 11-319E(1)	June 2011	Cincinnati Bell Energy LLC
Illinois	ComEd	Case No. 11-0348	Aug 2011	Viridian Energy PA LLC

Viridian Energy MD LLC

Attachment 3

A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

Since launching service in August 2009 Viridian Energy MD LLC and its affiliates have enrolled over 200,000 electric meters in 7 states, currently serves over 160,000 meters, and have had 37 complaints filed against it as per the chart below.

DATE	STATE	COMPLAINT NAME	COMPLAINT #	COMPLAINT TYPE	STATUS	Notes	Average # of customers served in the State on the complaint date	Average # of customers served in total on the complaint date
2/23/2010	CT	Anonymous	Nothing provided	Inaccurate and misleading claims by Viridian Energy	2/23/2011 - Written response to CT DPUC. No response from CT DPUC as of 3/24/2011.		18,086	18,087
2/10/2011	CT	Donald Jackson	Nothing provided	Slamming	2/14/2011 - Written response to CT DPUC. No response from CT DPUC as of 6/5/2011.		31,475	139,418
5/11/2011	CT	Jeffrey Taylor	Nothing provided	Billing	5/24/2011 - Written response dated 5/17/2011 to CT DPUC. 5/24/2011 - Inquiry from CT DPUC. 5/24/2011 - Response to CT DPUC's inquiry.		29,525	153,020
10/29/2010	MD	Gurusharan Patel	1010131592	Slamming	11/9/2010 - Written response to MD PSC. 11/10/2010 - Closing letter from MD PSC.		13,577	92,084
12/6/2010	MD	Wanda Mason	121132885	Start/Stop Service/Slamming	12/16/2010 - Written response to Pepco. 12/16/2010 - Customer confirmed misunderstanding and not a slamming complaint. 4/11/2011 - Closing letter from MD PSC.	Customer rescinded the complaint, but MD PSC only provided closing letter as opposed to rescission.	18,570	109,199
1/5/2011	MD	Lillian Crosby	111133787	Start/Stop Service/Slamming	1/11/2011 - Written response to MD PSC. 3/21/2011 - Closing letter from MD PSC.		22,493	123,937
1/18/2011	MD	Sharon Dews	111134172 - MD PSC RESCINDED COMPLAINT 2/16/2011	Slamming	1/26/2011 - Written response to MD PSC. 2/16/2011 - Written confirmation from MD PSC that customer withdrew complaint.		23,349	132,781
1/24/2011	MD	Margaret Brown	111134311	Slamming	2/1/2011 - Written response to MD PSC. 2/7/2011 - Closing letter from MD PSC.		23,740	134,230
1/28/2011	MD	William Sharp	111134558	Billing Dispute	2/7/2011 - Written response to MD PSC. 3/8/2011 - Closing letter from MD PSC.		24,205	136,222
2/8/2011	MD	Carolyn Brown	211135048	Start/Stop Service	2/14/2011 - Written response to MD PSC. 2/22/2011 - Closing letter from MD PSC.		24,858	139,038
2/22/2011	MD	Veleda Jones	211135565	Start/Stop Service/Slamming	3/2/2011 - Written response to MD PSC. 3/10/2011 - Closing letter from MD PSC.		25,275	140,825
3/1/2011	MD	Haji Malik	311135783	Billing Dispute	3/7/2011 - Written response to MD PSC. 3/25/2011 - Closing letter from MD PSC.		25,510	142,062
3/8/2011	MD	Zain Bangura	311126026	Billing Dispute/Slamming	3/16/2011 - Written response to MD PSC. 4/6/2011 - Closing letter from MD PSC.		25,771	143,847
3/8/2011	MD	Alice Esslen	311136030	Billing Dispute/Slamming	3/16/2011 - Written response to MD PSC. 5/3/2011 - Closing letter from MD PSC.		25,771	143,847
3/11/2011	MD	Louise Poe-Jones	311136174	Billing Dispute/Slamming	3/22/2011 - Written response to MD PSC. 3/24/2011 - Closing letter from MD PSC.		25,842	144,758

DATE	STATE	COMPLAINT NAME	COMPLAINT #	COMPLAINT TYPE	STATUS	Notes	Average # of customers served in the State on the complaint date	Average # of customers served in total on the complaint date
3/14/2011	MD	Beverly Wilson	311136215	Billing Dispute	3/22/2011 - Written response to MD PSC. No response from MD PSC as of 3/24/2011.	Complaint is not directed at Viridian, but rather BGE.	25,922	145,384
3/18/2011	MD	Jason Barnstein	311136420	Billing Dispute Start/Stop Services	3/30/2011 - Written response to MD PSC. 4/29/2011 - Closing letter from MD PSC.	Customer rescinded this complaint, but no response when trying to confirm with MD PSC.	26,029	146,318
3/28/2011	MD	Crystal Proctor	311136800	Misrepresentative by co. (Including bait/switch, contract breach, etc.)/Slamming	4/7/2011 - Written response to MD PSC.		26,248	148,378
4/21/2011	MD	Gustavo Barahona	411127779	Slamming	4/28/2011 - Written response to MD PSC. 5/12/2011 - Closing letter from MD PSC.		26,716	151,503
4/29/2011	MD	Deohn Boone	411138221	Estimated/Adjusted Bill(s) Disputed/Payment Dispute (posting; lost; autopay; check by phone; overpayment; POR; etc.)	5/6/2011 - Written response to MD PSC. 6/14/2011 - Closing letter from MD PSC.		26,854	152,216
5/23/2011	MD	Sheila Johnson	511139222-L - MD PSC OFFICIALLY RESCINDED COMPLAINT 5/31/2011	Slamming	5/26/2011 - Written response to MD PSC. 5/31/2011 - E-mail from Ms. Eckert of the MD PSC stating that they received Ms. Johnson's fax and sent out the attached letter (closing letter) today. 5/31/2011 - Letter from Ms. Eckert of MD PSC stating that per Ms. Johnson's fax received 5/25/2011, their office has rescinded the complaint against Viridian.		27,009	154,596
6/2/2011	MD	Deborah Thomas	511139072 - MD PSC OFFICIALLY RESCINDED COMPLAINT 6/9/2011	Meters & Start/Stop Service	6/9/2011 - Telephone call to Ernestine Carter of the Maryland Public Service Commission. Informed her we were in receipt of the complaint, but it appears the complaint is directed at Pepco and not Viridian. Please call to discuss. 6/9/2011 - E-mail from Ernestine Carter of Maryland Public Service Commission informing us to disregard the complaint and that she has removed Viridian's name from the complaint.		27,098	155,597
6/29/2010	NJ	Christine Soliven	10V00008825	Slamming	7/8/2010 - Written response to NJ BPU. No response from NJ BPU as of 3/24/2011.		5,562	33,667
8/11/2010	NJ	Dennis Hoskins	CA# 10W1456	Slamming	Note: It is unclear from Lisa Foster's notes if a response was sent to the NJ BPU. If it was, Lisa Foster did not keep a copy with the other documents.		15,792	50,260
8/23/2010	NJ	Dave Mutl	10W1555	Misleading practices	9/7/2010 - Written response to NJ BPU. No response from NJ BPU as of 3/24/2011.		18,785	55,086
8/26/2010	NJ	Bob Bhayani	10V00012229	Slamming	9/10/2010 - Written response to NJ BPU. No response from NJ BPU as of 3/24/2011.		27,265	64,207
8/26/2010	NJ	Kiran Bhayani	10V00012231	Slamming	9/10/2010 - Written response to NJ BPU. No response from NJ BPU as of 3/24/2011.		27,265	64,207
2/14/2011	NJ	Lawrence Blackwell	11V00001383	Misleading practices and misrepresentation of services	2/18/2011 - Written response to NJ BPU. No response from NJ BPU as of 3/24/2011		70,391	139,627
2/22/2011	NJ	Mary Fiorani	11V00001778	Billing Dispute	3/1/2011 - Written response to NJ BPU. No response from NJ BPU as of 3/24/2011.		71,208	140,825

DATE	STATE	COMPLAINT NAME	COMPLAINT #	COMPLAINT TYPE	STATUS	Notes	Average # of customers served in the State on the complaint date	Average # of customers served in total on the complaint date
4/18/2011	NJ	Phyllis Hunter	CA# 11W-0657	Slamming	4/22/2011 - Written response to NJ BPU No response from NJ BPU as of 6/5/2011.	This was a slamming complaint against "Verde Energy" and should not have come to Viridian.	76,549	150,821
5/24/2011	NJ	Sisay Woldai	CA# 11W-0866	Billing Dispute	6/9/2011 - Written response dated 6/2/2011 to NJ BPU.		78,888	154,812
6/14/2011	NJ	Stanley Pater	CA# 11W-0990 - RESCINDED BY NJ BPU	Billing Dispute	6/21/2011 - E-mail to NJ BPU stating we didn't think this was directed at Viridian, but rather PSE&G. 6/21/2011 - Response from NJ BPU stating they read the customer letter and it should have gone to PSE&G. Directed us to disregard this complaint since it pertains to billing and payments.		80,774	157,350
1/31/2011	PA	Curtis Mason	2789021	Slamming	3/10/2011 - Written response to PA PUC. No response from PA PUC as of 3/24/2011.		11,952	136,487
2/10/2011	PA	Paul London	2791741	Billing Dispute	3/7/2011 - Actual date claim received by Viridian. 3/8/2011 - Written response to PA PUC. Continuing to work with PA PUC on this dispute.		12,756	139,418
3/1/2011	PA	John Bushinski	2797480	Slamming	3/7/2011 - Written response to PA PUC. 3/23/2011 - Provided signed customer application. 3/23/2011 - E-mail from PA PUC informing us that customer does not wish to pursue the issue any further therefore this informal complaint is being closed out.		13,541	142,062
3/7/2011	PA	Evans Harriston	2799283	Slamming	3/10/2011 - Written response to PA PUC. 3/23/2011 - Provided TPV to PA PUC. 5/24/2011 - Closing e-mail from PA PUC.		13,806	143,134
3/21/2011	PA	Mark Prince	2804691	Billing Dispute	4/10/2011 - Written response to PA PUC. 4/14/2011 - Fax from Terry Trout at the PA PUC stating that the customer is satisfied with the resolution and the claim was verbally closed out with the customer.		14,408	146,609

Viridian Energy MD LLC

Exhibit 4

A copy of each contract to be used for residential and small commercial customers;

New Hampshire Terms of Service

Viridian Energy® MD LLC ("Viridian" or the "Company") is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity supply service as a competitive electric power supplier ("CEPS") throughout New Hampshire. Viridian agrees to sell electricity supply service to you for the price and upon the terms and conditions set forth in this electricity sales agreement ("Agreement"). You agree to receive and pay for electricity supply service from Viridian in accordance with this Agreement. You understand that the prices charged by Viridian for electricity supply service under this Agreement include the electricity commodity and do not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge and taxes. You have the right to change your CEPS subject to the terms of this Agreement.

Price: Customers enrolled in Viridian's Everyday Green plan will pay a fixed price for the first month of electricity supply service. The price for the first month is contained in the New Hampshire Customer Application and is incorporated by reference and made a part of this Agreement. After the first month, Everyday Green plan customers will pay a variable rate for electricity supply service which will fluctuate on a month-to-month basis. Pure Green plan customers will pay a variable rate for the entirety of the term of this Agreement. Customer acknowledges and understands that variable charges are set by Viridian and will fluctuate with month-to-month wholesale market conditions applicable to the Local Distribution Company's ("LDC's") service territory. Please visit www.viridian.com for more information regarding current electricity supply prices and updates.

Term: Viridian will begin furnishing your electricity supply service on a date set by the LDC. This Agreement will continue in force on a month-to-month basis until this Agreement is cancelled by either party in accordance with the terms of this Agreement.

Rescission by Customer: If you received this Agreement in person or electronically, you may rescind your switch to Viridian by notifying Viridian within business 3 days from the date of personal or electronic delivery of this Agreement. If you received this Agreement by mail, you may rescind your switch to Viridian by notifying Viridian within 5 business days from the postmarked date.

Termination by Customer: You may cancel this Agreement at any time without penalty by notifying Viridian in advance by email at customercare@Viridian.com or in writing by mail at 64 North Main Street, Norwalk, CT 06854. Cancellation becomes effective upon the processing of your cancellation request by the LDC. You shall be obligated to pay for the electricity supply service provided pursuant to this Agreement prior to the date that such cancellation becomes effective, including any applicable LDC late fees.

Termination or Amendment by Viridian: Viridian may terminate this Agreement for any reason, or no reason, upon thirty (30) days advance notice. Cancellation becomes effective upon the processing of your cancellation request by the LDC. Upon thirty (30) days advance written notice, Viridian shall notify you regarding a proposed amendment to this Agreement. The proposed amendment shall become effective upon the expiration of the thirty (30) days advance notice unless you cancel this Agreement prior to such time.

Billing and Payment: You will receive a single consolidated bill from the LDC that includes the LDC's charges and Viridian's charges. The LDC will set your payment due date and payment address. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the LDC's billing policies and procedures. Customer agrees that it will be charged for any fee assessed by the LDC on Viridian for the provision of consolidated billing service.

Dispute Procedures: For questions about your bill or other inquiries about the Company's term of service, you may contact Viridian by telephone at 1-866-663-2508, email at customercare@Viridian.com or by mail at 64 N. Main Street, Norwalk, CT 06854. In the event of a dispute, the parties agree to use best efforts to resolve the dispute. If you have questions about your rights and responsibilities as a ratepayer, you may contact the NHPUC's Office of Consumer Advocate at 1-603-271-1172.

Emergency: In the event of an emergency, such as a power failure or a downed power line, you should call the LDC immediately.

Limitations on Warranty and Damages: You understand and agree that there are no warranties, either express or implied, associated with the electricity supply service provided by Viridian. The Company will bear no liability to you or any third party for consequential, punitive, incidental, special or indirect damages.

Social Service Agencies: The following are social services agencies available to low income customers for bill payment assistance:

Belknap and Merrimack Counties: www.bm-cap.org

Rockingham County: www.rcaction.org

Hillsborough County: www.snhs.org

Cheshire & Sullivan Counties: www.scshehelps.org

Strafford County: www.traffcap.org

Coos, Carroll and Grafton Counties: www.tccap.org

Financial assistance program information can be obtained by contacting the appropriate agency. Customer may also refer to the Office of Consumer Advocate's Assistance Program page located at: <http://www.oaca.nh.gov/assistanceprograms.htm>

Do Not Call Registry: The National Do Not Call Registry gives you a choice about whether to receive telemarketing calls at home. For more information on how you may be added to the registry, please visit the official website located at: <https://www.donotcall.gov/>

Force Majeure: Viridian will not be responsible for providing electricity supply service to you in the event of circumstances beyond its control such as events of Force Majeure as defined by the LDC or any transmitting or transportation entity, including acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure which results in Viridian being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Viridian reserves the right to cancel this Agreement in accordance with its terms.

Information Release Authorization: By entering into this Agreement, for purposes of consolidated billing, you authorize Viridian to obtain your information from your LDC concerning your account that includes, but is not limited to: billing history, payment history, account number, historical and future electricity usage, meter readings and characteristics of your electricity supply service. You may rescind this authorization at anytime by contacting Viridian. The Company will not release your confidential information without your written authorization. For purposes of this Agreement, confidential information shall include any and all personal information that could be used by a third-party to identify you, including but not limited to name, address, phone number, social security number and account number.

Assignment: Viridian reserves the right to assign this Agreement, without your consent, to another energy supplier or other entity as authorized by the NHPUC.

Viridian Energy® MD LLC

64 North Main Street

Norwalk, CT 06854

Toll-Free: 866-663-2508 Fax: 203-413-4434

Monday through Friday, 8:30 a.m. to 6:30 p.m. EST

customercare@Viridian.com

www.viridian.com

Viridian Energy MD LLC

Exhibit 5

Evidence of completed Supplier training with Public Service New Hampshire.

Public Service of New Hampshire Certificate of Completion

is hereby granted to:

Viridian Energy

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 06/28/11

Aaron Downing

Aaron Downing
PSNH Supplier Services

Viridian Energy MD LLC

Exhibit 6

Evidence of contractual relationship with a NEPOOL member.

This Agreement (the "Agreement"), dated as of July 26 2011, is executed and delivered by Viridian Energy, Inc. ("VEI") and Viridian Energy MD LLC ("VEMD").

WITNESSETH:

WHEREAS, VEMD, an affiliate entity of VEI, has applied for a license to supply electricity to customers in the state of Maine, which application requires, among other things, the applicant to be a participant in the Independent System Operator of the New England ("ISO-NE") or show that it will conduct transactions through a contractual agreement with an entity that is a participant in the ISO-NE electricity market.

WHEREAS, VEI is a participant in the ISO-NE electricity market and a ISO-NE member. NOW, THEREFORE, based upon the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VEI and VEMD hereby agree as follows:

1. VEI hereby affirms and guarantees to support the operations and business activities of VEMD as they relate to procuring power from and within the ISO-NE control area.
2. This Agreement shall terminate and be of no further force and effect upon the expiration or termination of VEI's membership in ISO-NE.

IN WITNESS WHEREOF, VEI and VEMD have executed and delivered this Agreement to be effective as of the date first written above.

VIRIDIAN ENERGY, INC.

By: ml Fallquist
Name: Michael Fallquist
Title: Chief executive Officer

VIRIDIAN ENERGY MD LLC

By: ml Fallquist
Name: Michael Fallquist
Title: Chief executive Officer



David T. Doot
Secretary

July 19, 2011

Viridian Energy, Inc.
Attn: Raphael Jacobs
64 North Main Street
Norwalk, CT 06854
riacobs@viridian.com

Dear Rafi:

You have requested that the New England Power Pool ("NEPOOL"), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether Viridian Energy, Inc. ("Viridian") is a member "in good standing in NEPOOL." This letter is in response to that request.

As of the date of this letter, Viridian is a NEPOOL member entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL's governing document. Viridian, formerly known as New England Gas and Electric, Inc., was accepted for membership in NEPOOL effective as of July 1, 2009 pursuant to an order of the Federal Energy Regulatory Commission ("FERC") issued July 29, 2009 in Docket No. ER09-1394, subject to the conditions and waivers agreed to between NEPOOL and Viridian as filed with the FERC in that Docket. Viridian has not requested termination of its membership and NEPOOL has no application or request pending for termination of its membership in NEPOOL.

Respectfully,

David T. Doot
Secretary

Viridian Energy MD LLC

Exhibit 7

Financial security

INTERNATIONAL FIDELITY INSURANCE COMPANY

BOND NO. 0558224

PREMIUM: \$3,000.00

KNOW ALL MEN BY THESE PRESENTS THAT WE, VIRIDIAN ENERGY MD LLC

as Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation duly organized and doing business under and by the virtue of the laws of the State of New Jersey, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the said State, as Surety, are held and firmly bound unto

New Hampshire Public Utilities Commission

(Hereinafter called the Obligee)

in the sum of One hundred Thousand and 00/100

Dollars (\$100,000.00)

for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 2003.01(d)(4)(2) of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utility Commission by the Principal as a licensed electric supplier to ensure the payment of Gross Receipts Tax as required by Section PUC 2003.01(d)(4)(2).

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in the State of New Hampshire and fulfills its obligation to pay the Gross Receipts Tax to the State of New Hampshire, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. This bond shall have the term beginning 8/1/2011 and ending 8/1/2012, but may be continued by certificate at the option of the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Surety shall

provide Obligee and Principal with a written notice of its intent not to continue this bond at least sixty (60) days prior to its anniversary date.

2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to termination date of this bond.

3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within three (3) months from the termination or expiration date of the bond.

4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

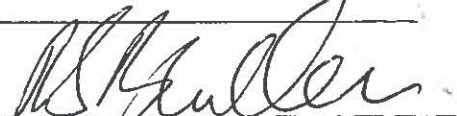
International Fidelity Insurance Company
Attention: Dorothy O'Connor
2999 Oak Road, Suite 820
Walnut Creek, CA 94597

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

SIGNED AND SEALED THIS 8th day of August 20 11.

VIRIDIAN ENERGY MD LLC

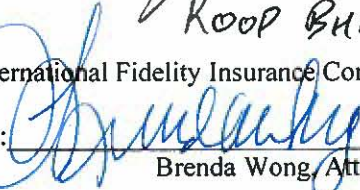
By



ROOP BHULLAR

International Fidelity Insurance Company

By:



Brenda Wong, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

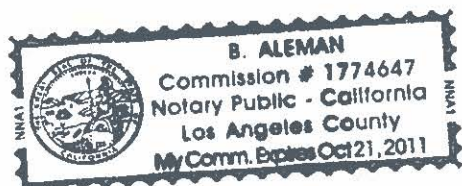
State of California

County of Los Angeles


On AUG 08 2011 before me, B. Aleman, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature


B. Aleman, Notary Public

ALL-PURPOSE ACKNOWLEDGMENT

State of Connecticut
County of Fairfield

On 10 August 2011 before me, Michael A Gutowski,
DATE NAME OF NOTARY PUBLIC

personally appeared Roop B. Bullar,
NAME(S) OF SIGNER(S)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
SIGNATURE OF NOTARY

My Commission Expires 30 April 2012

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

MARTHA GONZALES, TOM BRANIGAN, RHONDA C. ABEL, JOYCE HERRIN, MIKE PARIZINO,
E.S. ALBRECHT, JR., JERI APODACA, NOEMI QUIROZ, MARIA PENA, RACHELLE RHEAULT,
C.K. NAKAMURA, MARINA TAPIA, ASHRAF ELMASRY, LINDA ENRIGHT, SIMONE GERHARD,
BRENDA WONG

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of

AUG 08 2011

Assistant Secretary