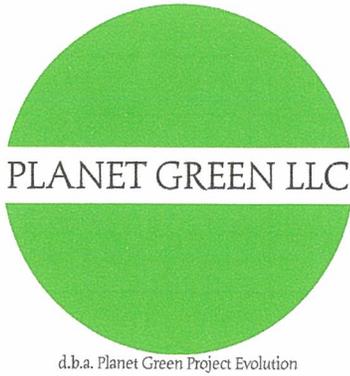


DM 13-170



Renewable Energy Systems Designed and Installed

June 10, 2013

Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429



**Planet Green LLC
Initial Registration to Become a Competitive Electric Power Supplier**

Dear Ms. Howland,

Pursuant to PUC 2003.01 – Registration of Competitive Electric Power Suppliers, I am filing herewith an original and two copies of a registration application on behalf of Planet Green LLC to become a Competitive Electric Power Supplier in New Hampshire. This Form of Application information is required by PUC 2006.01.

We have sent a check in the amount of \$500.00 for the initial registration fee (PUC 2003.01(d)(3)) by separate cover, and are sending an electronic copy of the application by email to the Executive Director and Secretary (PUC 2003.01(a)).

PUC 2003.01(d)(1) c. requires the Applicant to submit a statement from each utility that the applicant has successfully demonstrated electronic transaction capability. Planet Green is in the process of conducting EDI testing and will submit the statements from each utility as soon as the testing is complete.

DISTRIBUTED



d.b.a. Planet Green Project Evolution

Renewable Energy Systems Designed and Installed

PUC 2003.01(d)(2) requires the Applicant to obtain supply in the New England energy market. Planet Green recently applied for membership in the supplier sector of NEPOOL. Approval is expected in the near future and a copy of the approval will be sent to the Commission as soon as it is available.

PUC 2003.01(d)(4) requires the Applicant to provide evidence of financial security. We expect to be able to submit this to the Commission in the near future.

Thank you.

Sincerely,

Brian Davis, CEO
Planet Green



Renewable Energy Systems Designed and Installed

PLANET GREEN LLC
INITIAL REGISTRATION TO BECOME A COMPETITIVE ELECTRIC POWER SUPPLIER

Information required by PUC 2006.01

- (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:

Name: Green Planet LLC (NH Business ID: 650692)

Trade Name: Planet Green

Web Address: www.planetgreeninc.biz

Planet Green has applied to the Secretary of State for approval to operate under the trade name Planet Green Solar.

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

Business Address: 169 Daniel Webster Highway, Suite 15, Meredith, NH 03253

Telephone Number: 603.279.3344

E-Mail Address: john.ramsey55@gmail.com

Web Address: www.planetgreeninc.biz

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

New Hampshire (NH Business ID: 650692)



Renewable Energy Systems Designed and Installed

- (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 principle(s) if the applicant is anything other than an individual;

Name: Brian Davis
Title: Chief Executive Officer
Business Address: 169 Daniel Webster Highway
Suite 15
Meredith, NH 03253
Telephone Numbers: 603.279.3344
E-Mail Address: planetgreen.brian@gmail.com

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

- a. Not Applicable
b.

- (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;

Name: John Ramsey
Title: Chief Marketing Officer
Business Address: 169 Daniel Webster Highway
Suite 15
Meredith, NH 03253
Telephone Numbers: 603.279.3344
E-Mail Address: john.ramsey55@gmail.com



d.b.a. Planet Green Project Evolution

Renewable Energy Systems Designed and Installed

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

Name: John Ramsey
Title: Chief Marketing Officer
Business Address: 169 Daniel Webster Highway
Suite 15
Meredith, NH 03253
Telephone Numbers: 603.279.3344
E-Mail Address: john.ramsey55@gmail.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;

Name: John Ramsey
Title: Chief Marketing Officer
Business Address: 169 Daniel Webster Highway
Suite 15
Meredith, NH 03253
Telephone Numbers: 603.279.3344
E-Mail Address: john.ramsey55@gmail.com

- (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 Attachment A.



Renewable Energy Systems Designed and Installed

- (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 franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

We will provide service throughout the state if New Hampshire including the territories of PSNH, UNITIL, NGRID, NHEC and the smaller Municipal Cooperatives.

- (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;

It is our intention to provide Commercial and Residential customers throughout the state with competitive rates within the framework of each utility provider's tariff structure.

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

We do not operate in any other states. It is our goal to grow the renewable energy sector here in New Hampshire.

- (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;

No customer complaints concerning any of the principals or the principals business have ever been filed with a state licensing agency, attorney general's office or any other governmental consumer protection agency in this calendar year- nor any year previously.



Renewable Energy Systems Designed and Installed

(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 of the applicant's principals, as listed in a.

None of the principals have ever been convicted of any felony either as individuals or as a corporate entity.

(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, settled any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

Neither the applicant nor any of the applicant's principals 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;

- 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; or



Renewable Energy Systems Designed and Installed

Neither the applicant nor any of the applicant's principals has, within the 10 years immediately prior to registration, had any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

- 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;

Neither the applicant nor any of the applicant's principals is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

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

Not applicable.

- (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;

Planet Green will not be involved in any form of telemarketing either directly or through secondary agents subsequently points 17, a, b, and c are not applicable to this application.



Renewable Energy Systems Designed and Installed

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

Applicant does not intend to telemarket directly or through appointed agents.

(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.

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

See attachment B.

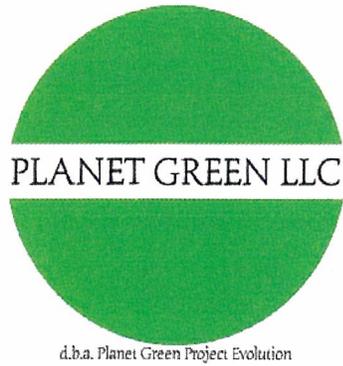
(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

I hereby declare under penalty of perjury Applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete.

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

Name: John Ramsey
Title: Chief Marketing Officer

Dated: 10 June 2-013



Renewable Energy Systems Designed and Installed

Attachment A

**Applicant's authorization to do business in New Hampshire from the
New Hampshire Secretary of State.**

State of New Hampshire

Filed
Date Filed: 05/31/2011
Business ID: 650692
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 Planet Green LLC

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

Planet Green Project Evolution

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is 13 April 2011

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

Project Development

SIXTH: The name of its registered agent in New Hampshire is Brian Davis

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) 89 NH Route 25, Meredith, New Hampshire 03253

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)



T1115225016

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: 
Print or type name: Brian Davis
Title: Member
Date signed: 20 May 2011

Complete address of person signing: 89 NH Route 25
Meredith
New Hampshire 03253

* 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.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PLANET GREEN LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF MAY, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

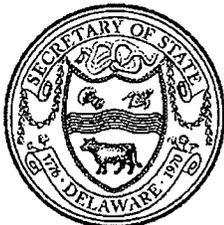
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

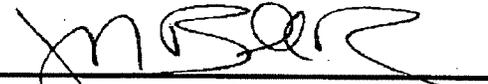
AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PLANET GREEN LLC" WAS FORMED ON THE THIRTEENTH DAY OF APRIL, A.D. 2011.

4968133 8300

110579094

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8774666

DATE: 05-19-11

**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: Planet Green LLC
Business Address (include city, state, zip): 89 Nh Route 25, Meredith, New Hampshire 03253
Telephone Number: (603) 279-3344 E-mail: planetgreen.brian@gmail.com
Contact Person: Brian Davis
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.

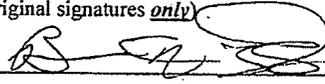
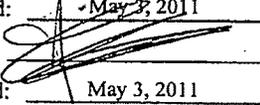
Part III – Check ONE of the following items in Part III:

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):	<u>Brian Davis</u>	Signature:	
		Date signed:	<u>May 3, 2011</u>
Name (print):	<u>John Ramsey</u>	Signature:	
		Date signed:	<u>May 3, 2011</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____



State of New Hampshire 2013 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 304-C:80.
REPORT DUE BY April 1, 2013
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 04/01/2013
Business ID: 650692
William M. Gardner
Secretary of State

PLANET GREEN LLC
89 NH ROUTE 25
MEREDITH, NH 03253

ADDRESS OF PRINCIPAL OFFICE:

89 NH ROUTE 25
MEREDITH, NH 03253

REGISTERED AGENT AND OFFICE:

DAVIS, BRIAN
89 NH ROUTE 25
MEREDITH, NH 03253

ENTITY TYPE: LLC
BUSINESS ID: 650692
STATE OF DOMICILE: DELAWARE
PROJECT DEVELOPMENT.

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.
 The new mailing address PO BOX 315, MEREDITH, NH 03253
 The new principal office address 169 DW HIGHWAY SUITE 15, MEREDITH, NH 03253
PO Box is acceptable.

MANAGERS		MEMBERS	
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT</u>		NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS</u>	
MANA.	Brian Davis	MEMB.	Brian Davis
STREET	89 Nh Rte 25	STREET	89 Nh Rte 25
CITY/STATE/ZIP	Meredith Nh 03253	CITY/STATE/ZIP	Meredith Nh 03253
NAME	.....	MEMB.	John Ramsey
STREET	.....	STREET	17 Union Warf
CITY/STATE/ZIP	.....	CITY/STATE/ZIP	Tuftonboro Nh 03894
NAME	.....	NAME	.....
STREET	.....	STREET	.....
CITY/STATE/ZIP	.....	CITY/STATE/ZIP	.....
NAME	.....	NAME	.....
STREET	.....	STREET	.....
CITY/STATE/ZIP	.....	CITY/STATE/ZIP	.....

NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED

To be signed by the manager, if no manager, must be signed by a member.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Sign here: BRIAN H DAVIS
Please print name and title of signer: BRIAN H DAVIS / AUTHORIZED PARTY
NAME TITLE

FEE DUE: \$100.00 E-MAIL ADDRESS (OPTIONAL):



065069220131005

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE
RETURN COMPLETED REPORT AND PAYMENT TO:
New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301



State of New Hampshire 2012 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 304-C:80.
REPORT DUE BY April 1, 2012
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 06/12/2012
Business ID: 650692
William M. Gardner
Secretary of State

PLANET GREEN LLC
89 NH ROUTE 25
MEREIDITH, NH 03253

ENTITY TYPE: LLC
BUSINESS ID: 650692
STATE OF DOMICILE: DELAWARE
PROJECT DEVELOPMENT.

ADDRESS OF PRINCIPAL OFFICE:
89 NH ROUTE 25
MEREIDITH, NH 03253
REGISTERED AGENT AND OFFICE:
DAVIS, BRIAN
89 NH ROUTE 25
MEREIDITH, NH 03253

2 If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.
 The new mailing address _____
 The new principal office address _____
PO Box is acceptable.

3 **MANAGERS** NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT **A**
MANA. Brian Davis
STREET 89 NH Rte 25
CITY/STATE/ZIP meredith NH 03253
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
MEMBERS NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS **B**
MEMB. Brian Davis
STREET 89 NH Rte 25
CITY/STATE/ZIP meredith NH 03253
MEMB. John Ramsey
STREET 17 Union Warf
CITY/STATE/ZIP tuftonboro NH 03894
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP
NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED

4 To be signed by the manager, if no manager, must be signed by a member.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Sign here: Brian Davis
Please print name and title of signer: Brian Davis / AUTHORIZED PARTY
NAME TITLE

FEE DUE: \$150.00 E-MAIL ADDRESS (OPTIONAL): _____



065069220121509

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE
RETURN COMPLETED REPORT AND PAYMENT TO:
New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529



HARVARD BUSINESS SERVICES, INC.

16192 COASTAL HIGHWAY
LEWES, DELAWARE 19958-9776
Phone: (302) 645-7400 (800)-345-2677
Fax: (302) 645-1280
www.delawareinc.com

Mr. Brian Davis
89 New Hampshire Route 25
Meredith, NH 03253

Dear Mr. Davis,

We would like to convey our congratulations to you and PLANET GREEN LLC. We hope you enjoy terrific success with your new company. Thank you for giving us the opportunity to serve you as your incorporator and Delaware Registered Agent. You are now our valued client and we want to increase your success in any way we can.

Name: **PLANET GREEN LLC**

Date of Formation: April 13, 2011

Delaware State File Number: **49681-33**

HBS Record ID Number: 207182

Enclosed is the Recorded Copy of your Certificate of Formation. Please review the information on the certificates and insert them in your corporate kit.

Please remember these three things in the future:

1. We must be made aware of any address changes. You may provide this information to us via email (mail@delawareinc.com) or phone (800-345-2677 ext. 6903). This will insure that we remind you of the following two things:

2. Delaware LLC/LP tax is due **June 1st** each year, excluding the year of formation. If the LLC/LP tax is not received by June 1st, a \$200 late penalty plus 1.5% interest monthly will be imposed by the State of Delaware and your company will cease to be in good standing.

3. Your annual registered fee of \$50 is due on the anniversary date of your corporation. If the registered agent fee is not received by the due date, a \$25 late penalty will be imposed. Failure to pay the registered agent fee within 3 months of the due date may lead to the loss of your registered agent, which could cause your company to become forfeit with Delaware.

We would like to thank you once again, and wish you the best of luck. You can help us by telling a friend or business associate about our services. We work hard to keep things simple for you and your associates when it's time to incorporate.

Sincerely,

Filing Department
Harvard Business Services, Inc.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PLANET GREEN LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF APRIL, A.D. 2011, AT 11:08 O'CLOCK A.M.

4968133 8100

110409786



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8690014

DATE: 04-13-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:17 AM 04/13/2011
FILED 11:08 AM 04/13/2011
SRV 110409786 - 4968133 FILE

CERTIFICATE OF FORMATION

OF

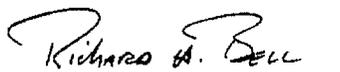
PLANET GREEN LLC

(A Delaware Limited Liability Company)

First: The name of the limited liability company is: PLANET GREEN LLC

Second: Its registered office in the State of Delaware is located at 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex. The registered agent in charge thereof is Harvard Business Services, Inc.

IN WITNESS WHEREOF, I Richard H. Bell, being fully authorized to execute and file this document have signed below and executed this Certificate of Formation on this 13th day of April, 2011.



Harvard Business Services, Inc.
By: Richard H. Bell, Organizer

STATEMENT OF AUTHORIZED PERSON

STATEMENT OF ORGANIZATION

OF THE AUTHORIZED PERSON OF

PLANET GREEN LLC

I, Richard H. Bell, being the Authorized Person of Harvard Business Services, Inc., the Formation Agent of PLANET GREEN LLC -- a Delaware Limited Liability Company -- hereby certify pursuant to Section 18-201 of the Delaware Limited Liability Company Act and to the best of my knowledge that:

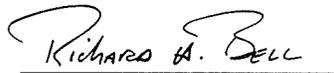
1. The Certificate of Formation of PLANET GREEN LLC was filed with the Secretary of State of Delaware on April 13, 2011.

2. On April 13, 2011 the following person(s) were named as the Managing Member(s) of the Limited Liability Company until their successors are elected and qualify:

Brian Davis
John Ramsey

3. The undersigned signatory hereby resigns as the organizer of the above named Limited Liability Company.

In witness whereof, I have signed this instrument as of the date when these actions were so taken this 13th day of April, 2011.



HARVARD BUSINESS SERVICES, INC.
By: Richard H. Bell, Organizer

*** This document is not part of the public record. Keep it in a safe place. ***

HARVARD BUSINESS SERVICES, INC.

www.delawareinc.com ☎ 16192 Coastal Highway, Lewes, Delaware 19958
E-mail: info@delawareinc.com ☎ Tel: 302-645-7400 // 800-345-2677, ext. 6911

Did you know we offer many services other than formation/registered agent services? Below is a description of some of our popular services:

Foreign Qualification:

Many companies choose Delaware as their State of formation to take advantage of the strong corporate law structure but they do not actually do business in the State of Delaware. If your business will operate in a State other than the State of Delaware, a foreign qualification filing will typically be required. This filing allows a company to transact business in a jurisdiction other than where it was formed. Since every State has their own requirements to foreign qualify, let HBS take care of this detail for you.

Good Standing Certificates (Also known as Certificates of Existence):

A certificate of good standing may be required by many different parties, such as banks or different States. We can obtain a good standing from the State of Delaware for you to eliminate the hassle of dealing with the State of Delaware. You may place the order online, www.delawareinc.com/gstanding or contact us by email, phone or fax.

Tax ID Service:

We can obtain the Federal Tax Identification Number for your Delaware Corporation or LLC. The Federal Tax Identification Number, also known as a company's "EIN", is mandatory for opening US bank accounts, obtaining loans, hiring employees, or conducting business in the United States. Our service eliminates the hassle of dealing with the IRS.

Mail Forwarding Services:

Many clients do not have a physical address, other than their home offices; others want to establish a U.S. presence. Harvard Business Services, Inc. combines the anonymity of a DE company with a unique mail forwarding service for your heightened privacy! Some of our mail forwarding services are:

Unlimited Service: This service is based on an annual fee that includes weekly forwarding of all business correspondence for 1 year. Reasonable postage is built-in to the price. Over-sized packages are not included.

Basic 6 Service: This service includes 6 forwards (6 pieces of mail). We suggest this service for clients who expect to receive little or no mail at all. You have the option to renew or upgrade this service once the 6 forwards have been exhausted or when the year term has expired, whatever comes first. Reasonable postage is built into the price. Over-sized packages are not included.

Basic 15 Service: This service includes 15 forwards (15 pieces of mail). We suggest this service for clients who may not receive a high volume of mail, but expect more than what would be covered under the Basic 6 service. For example, this service would be great for a company looking to receive 1 bank statement a month. You have the option to renew or upgrade this service once the 15 forwards have been exhausted or when the year term has expired, whatever comes first. Reasonable postage is built into the price. Over-sized packages are not included.

We also offer custom mail forwarding services, if none of the above options suit your business needs.

Many of our other services can be found on our website: www.delawareinc.com/ourservices. To initiate any of the above services, please call 1-800-345-2677 ext. 6911 or 302-645-7400 ext. 6911.

You may also send an email request to info@delawareinc.com.



HARVARD BUSINESS SERVICES, INC.

16192 COASTAL HIGHWAY
LEWES, DELAWARE 19958-9776
Phone: (302) 645-7400 (800)-345-2677
Fax: (302) 645-1280
www.delawareinc.com

ACCOUNT:

Mr. Brian Davis
89 New Hampshire Route 25
Meredith, NH 03253

April 13, 2011

RECEIPT:

PLANET GREEN LLC
Delaware Division of Corporations file # 49681-33
Record ID # 207182

Service Provided:

Formation	\$599.00
EIN	\$65.00

AMOUNT PAID: \$664.00

PAID IN FULL

*** Keep this receipt for your records ***



Renewable Energy Systems Designed and Installed

Attachment B

Copy of Terms of Service to be used for residential customers.



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Terms of Service

Purchase of Electric Generation Service. Planet Green Renewable Power agrees to sell and you agree to buy, your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement (the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that PGR Power provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

1. Price Structures. *For greater clarity, all rates will be shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed a fixed rate in cents per kilowatt hour ("kWh") set forth in your Confirmation Letter for your actual consumption of electricity. The Price Structures do not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges as well as any other applicable charges. Choosing PGR Power as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Default Service Offer.

2. Duration and kind of contract. This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Confirmation Letter. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with PGR Power. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted. This Supply Contract will renew automatically until terminated by you or PGR Power per the Termination Provisions set forth below. At least thirty (30) days prior to the end of the term of service of your Supply Contract, PGR Power will send you a new Confirmation Letter for the renewal period, which sets forth the electricity price and term that will apply to the renewal period. You will have ten (10) days from receipt of a new Confirmation Letter to decline the auto renewal notice and terminate the Supply Contract effective at the end of the then-current term. If you do not notify PGR Power within ten (10) days of such intent to decline the auto renewal, then the auto renewal period shall be in effect through the term stated in the renewal Confirmation Letter. You have the right under New Hampshire law to change electricity suppliers subject to the terms of this Supply Contract.



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3. Termination Provisions. PGR Power may terminate this Supply Contract upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract. You may terminate this Supply Contract by written notice to PGR Power delivered no later than ten (10) days from your receipt of a renewal Confirmation Letter from PGR Power, with such termination to be effective at the end of the current Supply Contract. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a “Cost Recovery Fee” outlined in Section 8.

4. Payment of Bills. The cost of your electric generation service will be included on your bill from the Utility (PSNH, Unutil, NHEC or Liberty Utilities), and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. PGR Power reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by PGR Power, all invoiced balances not paid in full by the due date are subject to the Utility’s late payment policies and procedures, including assessment by the Utility of late payment fees and interest. In the event you default in your payment or other obligations under this Supply Contract, PGR Power has the right to cancel this Supply Contract upon thirty (30) days written notice, at which subsequent time you will automatically be transferred to the Utility's Default Service rate plan. You will remain responsible for balances owed to PGR Power for generation service and PGR Power's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to PGR Power, you must notify PGR Power within fifteen (15) days. Outstanding balances owed to PGR Power may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility.

5. Credit Reporting. When you first apply for service and during the term of the Supply Contract with PGR Power we may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, PGR Power reserves the right to report your payment history to a credit reporting agency.

6. Customer Deposits. PGR Power does not require a customer deposit to enroll.



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7. Warranty Disclaimer; Damages; Force Majeure.

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY PGR Power ON AN "AS IS" BASIS. PGR Power MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PGR Power DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that PGR Power shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. PGR Power shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. PGR Power's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall PGR Power be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. PGR Power will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of PGR Power's control (Force Majeure events) may result in interruptions in service and PGR Power shall not be liable for any such interruptions. PGR Power does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that PGR Power shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond PGR Power's control.



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8. Charges, Fees and Penalties. You will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to you by PGR Power unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for PGR Power to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00 and any cost associated with the cost of selling the unused portion of your electricity to others as well as estimated lost revenue that PGR Power may incur from such a sale. In the event you default on your payment or other obligations under this Supply Contract, PGR Power has the right to cancel this Supply Contract upon thirty (30) days written notice. PGR Power reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation of service, late payment or interest charges owed to your Utility as per paragraph 3 of this agreement.

In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the New Hampshire PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the New Hampshire PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in PGR Power incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge.

9. Estimated Bills. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.

PGR Power reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

10. Right to Rescind. YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN THREE BUSINESS DAYS OF ELECTRONIC OR PERSONAL DELIVERY OF THIS SUPPLY CONTRACT, OR WITHIN FIVE BUSINESS DAYS OF DELIVERY OF THIS SUPPLY CONTRACT BY U.S. MAIL. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING TWO MEANS:

169 Daniel Webster Highway, Suite 15, Meredith, New Hampshire 03253
Tel: 603 279 3344 Web: www.planetgreeninc.biz



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1. By telephone at: 603 279 3344; or
2. By mailing us a written notice to rescind at:

PGR Power
169 Daniel Webster Highway, Suite 15
Meredith, NH 03253

11. Questions and Complaints. If you have a question or complaint about your electricity supply, you can contact PGR Power by phone by calling 603 279 3344 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us via email through our website at planetgreeninc.biz. In the event of a billing or service dispute, the parties agree to use their best efforts to resolve the dispute.

12. Default Generation Service. All retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through the default service. Default service is provided automatically by the Utility to customers who do not sign a contract with a supplier for their electricity.

13. Changes in Terms of Service. In the event of any material changes in these Terms of Service, we will notify you in writing by your email address on record no less than thirty (30) days in advance of such material change.

14. Assignment. This contract may be assigned or transferred by PGR Power with thirty (30) days prior written notice to your e-mail address on record. At that time, you have the option to continue service with the new competitive supplier, choose a different competitive supplier, or return to default service with no penalty. You may not assign this contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from PGR Power. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than PGR Power and Customer.

15. Do-Not-Call List. The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at [1-888-382-1222](tel:1-888-382-1222). For TTY, call [1-866-290-4236](tel:1-866-290-4236).

16. Consumer Protection Rights. You may contact the New Hampshire Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at [1-800-852-3793](tel:1-800-852-3793), Monday through Friday, 8:00 a.m. to 4:30 p.m. or by writing to the Commission at:

169 Daniel Webster Highway, Suite 15, Meredith, New Hampshire 03253
Tel: 603 279 3344 Web: www.planetgreeninc.biz



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New Hampshire Public Utilities Commission
Consumer Assistance Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

17. Low-Income Assistance. Eligible low-income residential customers may qualify for discounted electric rates from your Utility or electric assistance from the State. For more information contact your Utility or visit the New Hampshire Public Utilities Commission website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. You may also call 211 or visit their website at 211nh.org for a list of available services in New Hampshire. PGR Power cannot guarantee a lower electricity rate against specialized utility rates, such as those for low income eligible customers.

18. Confidentiality and Information Release Authorization. By entering into this Supply Contract and providing your utility account number(s) and authorization number(s), you authorize PGR Power to obtain from your local utility (PSNH, Unitil, NHEC or Liberty Utilities) any account information including usage information and payment history. PGR Power will not release your confidential customer information to any third-party without your written authorization. Confidential customer information shall include, but not be limited to:

- (1) Customer name, address, e-mail address and telephone number; and
- (2) Individual customer payment information.

19. Net Metering. If your account is subject to Net Metering, it requires an additional contract to be signed with PGR Power to cover specific payment arrangements for excess payment of power purchased over historical account usages at time of enrollment. In addition to these terms an ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of your account. Failure to sign this agreement may result in immediate return to Default Service of your account. Please call PGR Power at 603-279-3344 to set these arrangements up.

Pure Green Electricity Supply Mix If you have selected to participate in PGR Power's "Green Renewable" Program, subject to the provisions of this Supply Contract, PGR Power will purchase renewable energy to supply all of your power needs. PGR Power will also buy any Renewable Energy Credits (REC's) required to ensure 100% of the electricity purchased on your behalf is generated from renewable electricity sources.