



66 North Main Street, Norwalk, CT, 06854

866-663-2508

www.viridian.com

September 27, 2011

Public Utilities Commission of Ohio,
Docketing Division, 13th Floor
180 East Broad Street
Columbus Ohio 43215-3793

Re: NG-11-5020-GA-CRS

To whom it may concern:

Please accept our updated documents for the above case number.

- Updated page 6
- Exhibit A-15, A-16, B-1, B-2, B-3, B-4
- Articles of Organization

RECEIVED-DOCKETING DIV
2011 SEP 27 PM 3:01
PUCO

Please let me know if anything else is required

Sincerely,

Steve Bogin
Viridian Energy

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.

Technician LD

Date Processed 9-27-11

- C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.
- C-7 **Exhibit C-7 "Credit Report,"** provide a copy of the applicant's current credit report from Experion, Dun and Bradstreet, or a similar organization.
- C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.
- C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application, or at any time as a participant in the Ohio Natural Gas Choice programs.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 **Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.
- D-2 **Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 **Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title

[Handwritten Signature], Director of Business Development

Sworn and subscribed before me this

28th day of

September

Month

2011

Year

[Handwritten Signature]

Michael A. Gutowski
Notary Public, State of CT

Signature of official administering oath

Print Name and Title

My commission expires on APR 30, 2012

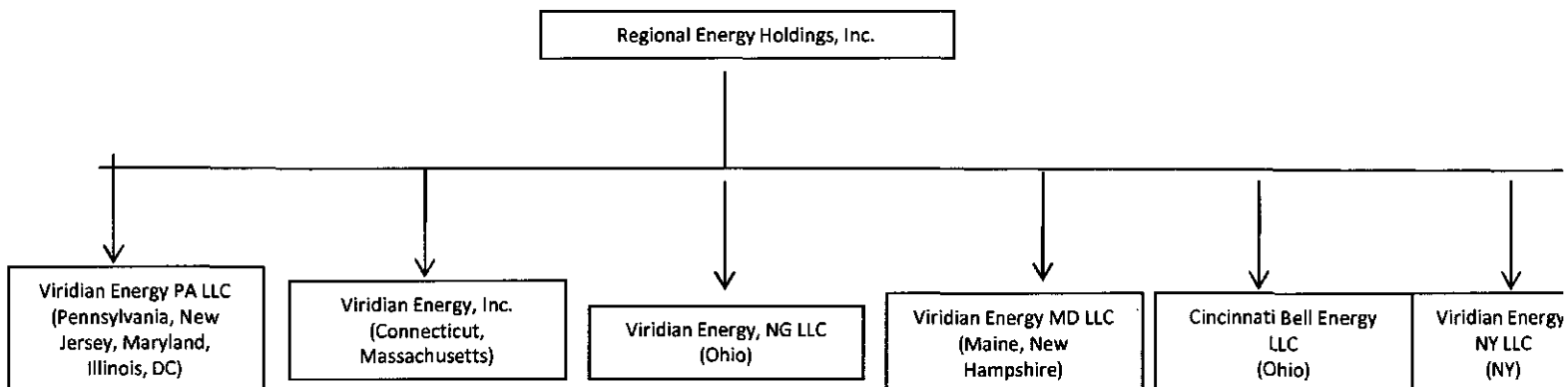
Viridian Energy NG LLC

Exhibit A-15

"Corporate Structure," provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America.

Viridian Energy NG LLC ("VENG") 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 three operating subsidiaries including Viridian Energy, Inc. ("VEI"), Viridian Energy NY LLC ("VENY"), Viridian Energy PA LLC ("VEPA"), and VENJ.

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



Viridian Energy NG LLC

Exhibit A-16

"Company History," provide a concise description of the applicant's company history and principal business interests.

Formed in 2009, Viridian Energy NG LLC ("VENG") is a wholly owned subsidiary of Regional Energy Holdings, Inc. ("REHI"). REHI is a holding company formed to make investments in the deregulated retail energy sector. In addition to VEPA, REHI owns Viridian Energy, Inc. ("VEI"), Viridian Energy PA LLC ("VEPA"), and Viridian Energy NY LLC ("VENY"). VEI is a licensed energy services company providing electricity to more than 30,000 residential and commercial customers in Connecticut. In addition to Connecticut, VEI is currently licensed in Massachusetts however has not started actively soliciting customers in this market. VEPA is a licensed energy services company providing electricity to more than 67,000 residential and commercial customers in Maryland, New Jersey and Pennsylvania. VENY is an energy services company licensed to provide electricity service to residential and commercial customers in New York. VENY started enrolling customers on March 15, 2011, and currently serves over 1,700 residential and commercial customers in New York.

Viridian Energy NG LLC

Exhibit B-1

“Jurisdictions of Operation,” provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.

Viridian Energy NG 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	ESCO Code VRID	March 2011	Viridian Energy NY LLC

Additionally, Viridian Energy is licensed in the following states, however not currently actively marketing to customers:

State	Utility	License/Docket #	Commodity	Entity
New York	Central Hudson Gas and Electric National Grid Orange and Rockland NYSEG RGE	ESCO Code VRID	Electricity/Natural Gas	Viridian Energy NY LLC
Massachusetts	Fitchburg Gas and Electric Light Massachusetts Electric Nantucket Electric NSTAR - Boston Edison NSTAR - Cambridge NSTAR - Commonwealth Western Massachusetts Electric	License # CS-076	Electricity	Viridian Energy, Inc.
Ohio	Duke Energy Ohio Ohio Edison Toledo Edison Cleveland Electric Illuminating Cincinnati Gas & Electric Monongaheta Power Ohio power	Certificate # 11-319E(1)	Electricity	Viridian Energy NJ LLC
Pennsylvania	Peoples Natural Gas	Docket # A-2010 2203042	Natural Gas	Viridian Energy PA LLC

Viridian Energy NG LLC

Exhibit B-2

"Experience & Plans," provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Experience and Qualifications:

Viridian Energy NG LLC has the necessary operational and managerial capabilities to serve all customer classes, including residential, commercial and industrial customers. This may be evidenced by our strong customer growth and high customer satisfaction in the markets we currently serve.

Viridian Energy NG LLC plans to provide competitively priced natural gas products, available to all customers in the state of Ohio. Viridian Energy will comply with all applicable laws and rules set forth by the Public Utilities Commission of Ohio. All marketing material, sales representative training and contracts are designed to be in compliance with Ohio Administrative Code ("OAC") Rules 4901:1-27 through 4901:1-34.

Contracting with customers and providing contracted services:

Viridian Energy NG LLC utilizes traditional marketing methods to acquire customers including advertising, network marketing and telesales. Viridian Energy NG LLC follows stringent guidelines governing all marketing practices and validates each customer enrollment through proven methods. Viridian Energy accepts customer enrollments by telephone, web and paper application.

For Telephone Enrollments:

To enroll with Viridian Energy NG LLC by telephone, a new customer must complete an independent third party verification ("TPV"). Viridian Energy uses BGS Clearing Solutions (formerly Voicelog) to provide the TPV service and validate that the TPV was correctly completed. Viridian Energy must have a TPV validated by BGS Clearing Solutions prior to enrolling a customer in our service. Viridian Energy's TPV confirms the following: (1) the customer is authorized to choose a supplier for the account; (2) the customer is voluntarily choosing Viridian Energy as their natural gas supplier; and (3) the customer understands the Viridian Energy Terms & Conditions and rate. Once the enrollment process is completed, Viridian Energy sends the customer a copy of the Terms & Conditions by e-mail or post.

For Web Enrollments:

To enroll with Viridian Energy online, a new customer must complete an online application which includes an electronic signature to authorize the switch to Viridian Energy and accept our Terms & Conditions. Once the enrollment process is completed, Viridian Energy sends the customer a copy of the Terms & Conditions by e-mail or post.

For Paper Application Enrollments:

To enroll with Viridian Energy on a paper application, a new customer must complete the paper application which includes a signature to authorize the switch to Viridian Energy and accept our Terms & Conditions. The paper application form is a three-part NCR form which includes provides the customer with a receipt for their records.

Customer Billing

Viridian Energy NG LLC will participate in the Utility Consolidated Billing ("UCB") program. Viridian Energy has partnered with Energy Services Group ("ESG") to facilitate all EDI transactions with the Local Distribution Company related to customer billing. ESG has operated within the Ohio retail electric and gas market since early 2004. Since then, ESG has expanded its Ohio business to support 504,000 electric and gas meters in production with its EDI services. For more information about ESG, please visit their website www.energyservicesgroup.net.

Responding to customer inquiries and complaints

Viridian Energy NG LLC provides customer service for all markets from our Corporate headquarters located in Norwalk, Connecticut. Our Customer Service Center is staffed by knowledgeable and courteous customer service representatives from 8:30 AM to 6:30 PM (EST) from Monday thru Friday

Viridian Energy NG LLC will respond to all customer complaints in accordance with PUCO regulations adopted pursuant to Section 4949.22 of the Code, and contained in chapter 4901:1-29 of the Ohio Administrative Code. The following language is included in our customer Terms and Conditions:

You may contact Viridian at 866.663.2508, or by mail at 64 North Main Street, Norwalk, CT 06854 with any questions or complaints regarding Viridian's terms of service. If you are not fully satisfied after discussing your terms with Viridian, may call the Public Utilities Commission of Ohio ("PUCO") at 1-800-686-7826 or 1-614-466-3292, from 8:00 AM to 5:00 PM weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission.

Viridian Energy NG LLC

Exhibit B-3

***"Summary of Experience,"** provide a concise summary of the applicant's experience in providing the service(s) it is seeking to be certified to provide (e.g. number and types of customers served, utility service areas, Volume of gas supplied, etc.).*

Viridian Energy NG LLC ("VENG") has the necessary operational and managerial capabilities to serve all customer classes, including residential, commercial and industrial customers. VENG's management team is comprised of individuals with significant experience in wholesale and retail energy supply. Specifically, the management team is comprised of:

- Michael Fallquist, CEO
- Rafi Jacobs, Director of Business Development
- Roop Bhullar, CFO
- Gary Zielanski, Procurement Manager

Viridian Energy NG LLC currently serves over 150,000 residential, commercial, and industrial electricity customers in the four states and nine utilities it serves.

Viridian Energy NG LLC

Exhibit B-4

"Disclosure of Liabilities and Investigations," provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

Viridian Energy PA LLC ("VEPA"), an affiliate of VENG, 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. For more information on the Show Cause Order, please see the Maryland Public Service Commissions website at:

http://webapp.psc.state.md.us/Intranet/Maillog/submit_new.cfm?MaillogPath=128099&DirPath=C:\Casenum\Admin%20Filings\110000-159999\128099&maillogNum=128099



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov



050102

**Articles of Organization
Limited-Liability Company**
(PURSUANT TO NRS CHAPTER 88)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20110521385-38 Filing Date and Time 07/15/2011 8:45 AM Entity Number E0401472011-7
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	VIRIDIAN ENERGY NG LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: <u>United Corporate Services, Inc.</u> Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <u>OR</u> <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code			
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management: (required)	Company shall be managed by: <input type="checkbox"/> Manager(s) <u>OR</u> <input checked="" type="checkbox"/> Member(s) (check only one box)			
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) <u>Regional Energy Holdings, Inc.</u> Name <u>64 North Main St.</u> <u>Norwalk</u> <u>CT</u> <u>06855</u> Street Address City State Zip Code 2) Name Street Address City State Zip Code 3) Name Street Address City State Zip Code			
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	<u>Ralph Mosley</u> <u>X</u> Name Organizer Signature <u>405 Lexington Avenue, 23rd Fl.</u> <u>New York</u> <u>NY</u> <u>10174</u> Address City State Zip Code			
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <u>UNITED CORPORATE SERVICES, INC.</u> <u>X</u> By: <u>Michael A. Barr</u> <u>7/15/11</u> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date			

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 88 LLC Articles
Revised: 9-9-10

SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **VIRIDIAN ENERGY NG LLC** did on July 15, 2011, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 15, 2011.

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

Certified By: Rhonda Tuin
Certificate Number: C20110715-0608
You may verify this certificate
online at <http://www.nvsos.gov/>



ROSS MILLER
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Instructions for Initial List, Registered Agent and State Business License Application

ATTENTION: You may now file your initial or annual list online at www.nvsos.gov

IMPORTANT: READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM.

ATTENTION Filing and payment of the State Business License are now processed by the Secretary of State's office. Entities that are required to file an initial or annual list of officers with the Secretary of State are now required to file for the State Business License at the time their list is due as part of the annual list filing, unless specifically exempt. The State Business License fee is \$200.00. A penalty of \$100.00 is required for late business license renewals.

TYPE or PRINT the following information on the Initial List and Registered Agent Form:

1. The **NAME** and **FILE NUMBER** of the entity **EXACTLY** as it is registered with this office.
2. The **FILING PERIOD** is the month and year of filing TO the month and year 12 months from that date. Example: if the entity date was 1/12/99 the filing period would be 1/1999 to 1/2000.
3. The name and address of the **REGISTERED AGENT** and **OTHER** names and addresses as required on The list should be entered in the boxes provided on the form. Limited-Liability Companies **MUST** Indicate whether **MANAGER** or **MANAGING MEMBER** is being listed.
4. If qualified for a statutory exemption from the State Business License, enter the applicable code in the area provided.
5. The **SIGNATURE**, including his/her title and date signed **MUST** be included in the areas provided at the bottom of the form.
6. Completed **FORM, FEES and applicable PENALTIES** must be returned to the Secretary of State. Pursuant to NRS 225.085, all Initial and Annual Lists must be in the care, custody and control of the Secretary of State by the close of the business on the due date. Lists received after the due date will be returned unfiled, and will require any associated fees and penalties as a result of being late. Trackable delivery methods such as Express Mail, Federal Express, UPS Overnight may be acceptable if the package was guaranteed to be delivered on or before the due date yet failed to be timely delivered.

The filing fee for an initial list is \$125.00, in addition to the State Business License fee. Nonprofit corporations and corporations sole are not required to maintain a State Business License or pay the additional fee. Nonprofit corporation initial lists are \$25.00.

ADDITIONAL FORMS may be obtained on our website at www.nvsos.gov or by calling 775-684-5708.

FILE STAMPED COPIES: To receive one file stamped copy, please mark the appropriate check box on the list. Additional copies require \$2.00 per page and appropriate order instructions.

CERTIFIED COPIES: To order a certified copy, enclose an additional \$30.00 and appropriate instructions. A copy fee of \$2.00 per page is required for each copy generated when ordering 2 or more certified copies.

EXPEDITE FEE: Filing may be expedited for an additional \$125.00 fee for 24-hour service, \$500.00 for 2-hour service and \$1000.00 for 1-hour service.

Filing may be submitted at the office of the Secretary of State or by mail at the following addresses:

MAIN OFFICE:
Regular and Expedited Filings

Secretary of State
Status Division
202 North Carson Street
Carson City NV 89701-4201
Phone: 775-684-5708
Fax: 775-684-7123

SATELLITE OFFICE:
Expedited Filings Only

Secretary of State – Las Vegas
Commercial Recordings Division
555 East Washington Ave, Suite 5200
Las Vegas NV 89101
Phone: 702-486-2880
Fax: 702-486-2888

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

VIRIDIAN ENERGY NG LLC

FILE NUMBER



E0401472011-7

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF JUL, 2011 TO JUL, 2012. Due by Aug 31, 2011

****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****



100401

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

UNITED CORPORATE SERVICES, INC.
202 SOUTH MINNESOTA ST
CARSON CITY NV 89703

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nvsos.gov

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the filing fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

FILING FEE: \$125.00 LATE PENALTY: \$75.00

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00

Complete only if applicable

NRS 76.020 Exemption Codes

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

001 - Governmental Entity
003 - Home-based Business
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)
MANAGER MANAGING MEMBER

ADDRESS

CITY

STATE ZIP CODE

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)
MANAGER MANAGING MEMBER

ADDRESS

CITY

STATE ZIP CODE

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)
MANAGER MANAGING MEMBER

ADDRESS

CITY

STATE ZIP CODE

NAME

(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)
MANAGER MANAGING MEMBER

ADDRESS

CITY

STATE ZIP CODE

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS Chapter 76 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Title

Date

Signature of Manager or Managing Member

Nevada Secretary of State Initial List ManorMem
Revised: 10-8-10

STATE OF NEVADA



ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
*Deputy Secretary
for Commercial Recordings*

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

July 15, 2011

Job Number: C20110715-0608
Reference Number: 00003173669-55
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20110521385-38	Articles of Organization	1 Pages/1 Copies



Respectfully,

A handwritten signature of Ross Miller in black ink.

ROSS MILLER
Secretary of State

Certified By: Rhonda Tuin
Certificate Number: C20110715-0608
You may verify this certificate
online at <http://www.nvsos.gov/>

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

July 15, 2011

Job Number: C20110715-0608
Reference Number: 00003173669-55
Expedite:
Through Date:

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20110521385-38	Articles of Organization	1 Pages/1 Copies



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

Certified By: Rhonda Tuin
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Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4620
(775) 684-5708
Website: www.nvsos.gov



050102

**Articles of Organization
Limited-Liability Company**
(PURSUANT TO NRS CHAPTER 86)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20110521385-38 Filing Date and Time 07/15/2011 8:45 AM Entity Number E0401472011-7
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	VIRIDIAN ENERGY NG LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: <u>United Corporate Services, Inc.</u> Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity _____ Street Address _____ City _____ Nevada _____ Zip Code _____ Mailing Address (if different from street address) _____ City _____ Zip Code _____			
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual): _____			
4. Management: (required)	Company shall be managed by: <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Member(s) (check only one box)			
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) <u>Regional Energy Holdings, Inc.</u> Name <u>64 North Main St.</u> <u>Norwalk</u> <u>CT</u> <u>06855</u> Street Address City State Zip Code 2) _____ Name _____ Street Address _____ City _____ State _____ Zip Code _____ 3) _____ Name _____ Street Address _____ City _____ State _____ Zip Code _____			
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	<u>Ralph Mosley</u> Name Organizer Signature <u>405 Lexington Avenue, 23rd Fl.</u> <u>New York</u> <u>NY</u> <u>10174</u> Address City State Zip Code			
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <u>UNITED CORPORATE SERVICES, INC.</u> <input checked="" type="checkbox"/> By: <u>Michael A. Barr</u> <u>7/15/11</u> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date			

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 LLC Articles
Revised: 9-9-10

**OPERATING AGREEMENT OF
VIRIDIAN ENERGY NG LLC**

THIS OPERATING AGREEMENT is entered as of the 23rd day of September, 2011 (the "Effective Date"), by VIRIDIAN ENERGY NG LLC, a limited liability company organized and existing under the laws of the State of Nevada having its principal place of business at 64 North Main Street, Norwalk, CT 06855 (the "Company"), and Regional Energy Holdings, Inc. a corporation organized and existing under the laws of the State of Nevada having its principal place of business at 64 North Main Street, Norwalk, CT 06855 (the "Member"), as sole member.

**ARTICLE I
DEFINITIONS**

Section 1. Certain Definitions. As used herein, the following terms have the following meanings:

(A) "Act" means the Limited Liability Company Act of the State of Nevada, as from time to time amended.

(B) "Agreement" means this Operating Agreement, as the same may be amended from time to time.

(C) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(D) "Company" means VIRIDAN ENERGY NG LLC, the limited liability company formed and governed pursuant to this Agreement.

(E) "Person" or "person" shall mean any individual, trust, estate, partnership, association,

firm, company, or corporation, or any state or public officer, agency or instrumentality.

(F) “Property” shall mean any and all assets and property of the Company, real or personal, tangible or intangible (including but not limited to goodwill), including but not limited to money and any legal or equitable interest in any such assets and property, but excluding services and promises to perform services in the future.

(G) “Transfer” or “transfer” shall mean sell, assign, convey, donate, bequeath, pledge, grant a security interest in, encumber, transfer or otherwise dispose of or contract to transfer, whether voluntarily or involuntarily.

(H) “Treasury Regulation(s)” means the regulations of the United States Department of the Treasury promulgated under the Code, as the same may be amended or supplemented from time to time.

Section 1.2. Formation of the Company. The Company was formed under and pursuant to the provisions of the Act, for the purposes and scope set forth in the Articles of Organization of the Company and this Agreement. The Member caused to be filed in the appropriate governmental office Articles of Organization that conform to the requirements of the Act in order to constitute the Company as a valid limited liability company under the Act. The costs and expenses associated with its formation were borne by the Company.

Section 1.3. Name. The Company's name shall be “VIRIDIAN ENERGY NG LLC”, and such name shall be used at all times in connection with the business and affairs of the Company.

Section 1.4. Name and Address of Sole Member. The name and mailing address of the Member are as set forth at the beginning of this Agreement.

Section 1.5. Principal Office. The principal office of the Company shall be at 64 North Main Street, Norwalk, CT 06855, or such other location as may be hereinafter determined by the Member.

Section 1.6. Statutory Agent for Service. The Company's statutory agent for service shall be United Corporate Services, Inc.

Section 1.7. Election of Tax Status. Pursuant to Sections 301.7701-1 through 301.7701-3, inclusive, of the Treasury Regulations, the Company elects to be taxed as a sole proprietorship for federal, state and local income tax purposes. The Member shall complete and file IRS Form 8832, and any similar filing required by any state it does business in with all appropriate governmental agencies setting forth such election.

Section 1.8 Indemnity of the Member, Employees or Agents.

A. The Company shall indemnify every Member, employee and agent in respect to the payments made and personal liabilities reasonably incurred by that Member, employee or agent in the ordinary and proper conduct of the Company's business or property.

B. The Company may purchase and maintain insurance on behalf of a person who is or was an employee, fiduciary or agent of the Company or who, while an employee, fiduciary or agent of the Company, is or was serving at the request of the Company as an officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic limited liability company or any corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Company would have the power to indemnify such

person against such liability under the provisions of this Article. Any such insurance may be procured from any insurance company designated by the Member of the Company, whether such insurance company is formed under the laws of the State of Nevada or any other jurisdiction of the United States, or elsewhere.

C. The indemnity set forth in this Article in no event shall cause the Member to incur any liability, or result in any liability of the Member to any third party, beyond those liabilities specifically enumerated in the Articles, the Act or this Agreement.

Section 1.9 Limitation of Liability. The Member's liability shall be limited as set forth herein and in the Act and other applicable law.

Section 1.10 Company Debt Liability. The Member will not personally be liable for any debts or losses of the Company, except as provided in the Act.

Section 1.11 Loans by Member to Company. The Member may lend money to, act as surety for or transact other business with the Company and, subject to other applicable laws, shall have the same rights and obligations with respect thereto as a Person who is not a Member, but no such transaction shall be deemed to constitute a Capital Contribution to the Company.

Section 1.12 Outside Activity. The Member may engage in any capacity (as owner, employee, consultant or otherwise) in any activity, whether or not such activity competes with or is benefited by the business of the Company, without being liable to the Company for any income or profit derived from such activity. The Member shall not be obligated to make available to the Company any business opportunity to which such Member is or becomes aware.

Section 1.13 Permitted Businesses. The business of the Company shall be to engage

solely in the retail sale and marketing of natural gas and electrical energy.

ARTICLE II

CAPITAL CONTRIBUTIONS

Section 2.1. Initial Capital Contributions. As of the Effective Date, the Member has heretofore made his or its respective capital contributions to the Company as reflected on Schedule 2.1 attached hereto and incorporated herein by reference.

Section 2.2. Additional Capital Contributions. Except as otherwise provided in Schedule 2.1., the Member shall not be required to make capital contributions in addition to those mentioned in the preceding paragraph.

ARTICLE III

DISTRIBUTIONS

Section 3.1. Distributions. Subject to the provisions of Section 7.3 hereof, the Company's net profits shall be distributed to the Member at such times and in such amounts as the Member shall determine in his or its absolute discretion. Such distributions may take the form of cash or Property as the Member shall determine in his or its absolute discretion.

ARTICLE IV

ACCOUNTING

Section 4.1. Accounting Methods. The Company books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Company shall

be on a accrual basis for both tax and accounting purposes, or as otherwise determined by the Member. The Member is hereby designed as the "tax matters partner" for the Company (as such term is defined in Section 6231(a)(7) of the Code).

Section 4.2. Fiscal Year. The fiscal year of the Company shall be the twelve calendar month period ending December 31.

ARTICLE V MANAGEMENT

Section 5.1. Member's Powers. The business, affairs and property of the Company shall, subject to Section 8.4, be managed by the Member pursuant to the rules, contained in the Act for limited liability companies in which management is not vested in managers.

Section 5.2. Officers. The Member may appoint officers to act on behalf of the Company, subject to Section 8.4. Such officers may include a president, chief executive officer, treasurer, secretary, vice president or such other officers as appointed by the Member.

ARTICLE VI TRANSFER OF MEMBER'S INTEREST

Section 6.1. Transfer Permitted. All or a portion of the Member's membership interest in the Company may be disposed of in any manner provided by law, and, upon such disposition, the transferee shall become a Member without further action on the part of the transferee, the Company or the Member.

ARTICLE VII DISSOLUTION OF THE COMPANY;

DISSOCIATION OF A MEMBER

Section 7.1. Dissolution of the Company.

(a) The Company shall have a perpetual existence.

(b) Notwithstanding the foregoing, if an event of a dissolution of the Member if there is only one Member of the Company at such time, the Person(s) succeeding to the Member's membership interest in the Company as a result of such event of dissolution may, at the election of such legal Person(s), become (a) Member(s) without further action on the part of the transferee, the Company or the Member; provided that if such Person(s) fails to become a Member within one hundred and eighty (180) days after the event of dissolution, then the Company shall be deemed dissolved for purposes of the Act and such Person(s) shall take all action required by the Act to wind up the business and affairs of the Company.

Section 7.2. Effect of Dissolution. Upon dissolution, the Company shall cease carrying on the Company business except as necessary for the winding up of the Company business, and the Company is not terminated, but rather shall continue until the winding up of the affairs of the Company is completed and a Certificate of Dissolution has been issued by the Secretary of State of the State of Nevada.

Section 7.3. Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company's Property shall be distributed: first, to creditors, including the Member if then a creditor, to the extent permitted by law, in satisfaction of the Company's indebtedness and other liabilities; and second, to the Member, or if the Member is not then in existence, as otherwise directed by the Member in writing, or if the Member is not then in existence and no such writing

exists, beneficiaries of such Member. Liquidation proceeds shall be paid within ninety (90) days of the end of the Company's taxable year or, if later, within ninety (90) days after the date of liquidation.

Section 7.4. Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining Property and assets of the Company have been distributed as provided in Section 7.3 hereof. Upon the completion of winding up of the Company, a Certificate of Dissolution shall be delivered to the Office of the Secretary of State of the State of Nevada for filing. The Certificate of Dissolution shall set forth the information required by the Act.

ARTICLE VIII

GENERAL

Section 8.1. General. This Agreement supersedes any prior agreement or understandings between the parties with respect to the Company. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Nevada. This Agreement may not be amended or modified verbally, nor may any provision hereof be waived by any party, but only by a written instrument duly executed by the Company and the Member; provided, however, that so long as the Macquarie Agreement shall remain in effect, neither the Company nor the Member shall amend Section 1.13 or Section 8.4 without the prior written consent of Macquarie. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. If any provision of this Agreement or the application of such provision to any person or

circumstance shall be held invalid, the remainder provision or any other persons of circumstances, shall not be affected thereby. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Section 8.2. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof.

Section 8.3. Rights of Creditors and Third Parties Under Agreement. None of the provisions of this Agreement shall be for the benefit of, or be enforceable by, any creditor of the Company or by any creditor of the Member, other than Macquarie. Nothing in this Agreement shall be deemed to create any right in any Person (other than (i) Macquarie, solely with respect to Sections 8.1 and 8.4 hereof, and (ii) any Person entitled to indemnification in accordance with Section 1.8 or the Act) not a party hereto, and this Agreement shall not otherwise be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

Section 8.3. Operation of the Company. Notwithstanding anything to the contrary herein, the Company shall:

- a) Not engage in any business or activity other than the business and activities contemplated by Section 1.13;
- b) For purposes other than federal and applicable state taxation, not fail to hold itself out to the public as a legal entity separate and distinct from any other entity (including any affiliate of the Company), or fail to correct any known misunderstanding regarding its status as a separate entity;

- c) Maintain its company records and books of account and its financial and accounting books and records separate from those of any other Person (as defined in the Macquarie Agreement (as defined below)). In connection therewith, the Company shall have its own consolidated annual financial statements prepared in accordance with generally accepted accounting principles ("GAAP"). Such financial statements will show the Company's consolidated assets and liabilities separate and apart from those of any other Person. The Company shall not agree to have its financial results reported in any consolidated financial reports of any other Person unless the footnotes thereto clearly disclose that the Company is a separate entity and that its assets will be available first and foremost to satisfy the claims of its creditors. Except as otherwise permitted by the ISDA Master Agreement and related Base Confirmation among Macquarie Energy LLC ("Macquarie") and Regional Energy Holdings, Inc., as may be amended from time to time (the "Macquarie Agreement"), the Company shall not make or receive from any other Person any loans, advances, guarantees, extensions of credit, or contributions of capital without proper accounting in accordance with GAAP and proper documentation;
- d) Not fail to file tax returns on its own behalf (except that the Company

may be part of a consolidated federal tax return to the extent required or permitted by applicable law, provided there shall be an appropriate notation indicating the separate legal existence of the Company and its respective assets and liabilities);

- e) Avoid involvement in the day-to-day management or operations of any other Person, not commingle any of its respective assets with the assets of any other Person or with those of any other entity and maintain bank accounts or other depositary accounts separate from all other Persons. The Company shall pay from its assets all of its respective obligations, liabilities, and indebtedness of any kind. The Company shall not pay from its respective assets any obligations, liabilities, or indebtedness of any other Person;
- f) Duly authorize and document, and record accurately in its respective books and records as appropriate, all transactions between itself and any other Person. All such transactions will be on an arm's length basis, constitute exchanges for fair consideration and for reasonably equivalent value, and made in good faith and without any intent to hinder, delay, or defraud creditors, and such transactions with any other Person will be in its best interests; provided, however, that no such determinations are necessary for the transactions contemplated and authorized by or permitted under this Agreement or the

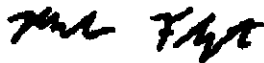
Macquarie Agreement. The Company shall not acquire the obligations or securities of any other Person;

- g) Provide that to the extent that the Company, on the one hand, and any other person, on the other hand, jointly contract or do business with vendors or service providers or share overhead expenses, the costs and expenses incurred in so doing will be allocated between or among such entities pursuant to a written agreement;
- h) Observe all limited liability company formalities as a distinct entity, and ensure that all limited liability company actions relating to (i) the dissolution or liquidation of the Company or (ii) the initiation of, participation in, acquiescence in or consent to any bankruptcy, insolvency, reorganization or similar proceeding involving the Company, are duly authorized by unanimous vote of the Board of Directors (including the Independent Director, as such term is defined in the Member's Bylaws (as defined below)) of the Member in accordance with the amended and restated bylaws of the Member (the "Member's Bylaws");
- i) Not commingle the funds or any other assets of the Company with those of any other person, including any affiliate of the Company; and
- j) Not fail to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from

those of any other Person, including, without limitation, any affiliate of the Company.

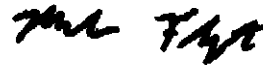
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first
above written.

REGIONAL ENERGY HOLDINGS, INC.
"Member"



By: Michael J. Fallquist
Its: CEO

VIRIDIAN ENERGY NG LLC
"Company"



By: Michael J. Fallquist
Its: CEO of its Member

SCHEDULE 2.1

CAPITAL CONTRIBUTION

<u>Name of Member</u>	<u>Capital Contribution</u>
Regional Energy Holdings, Inc.	\$1,000.00