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Date Received	Renewal Certification Number	ORIGINAL AGG Case Number
07		02 - 1743 - GA-AGG

RENEWAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS BROKERS/AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-16 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION AND SERVICES

A-1 Applicant intends to renew its certificate as: (check all that apply)

☒ Retail Natural Gas Aggregator ☒ Retail Natural Gas Broker

A-2 Applicant information:

Legal Name

Address

Solar and Renewable Energy Buyers Cooperative, PO Box 1793, Findlay, OH 45840

Telephone No. 419-425-8860

Web site Address www.soarenergy.org

Current PUCO Certificate No. 02-017(1)

Effective Dates August 15, 2002

A-3 Applicant information under which applicant will do business in Ohio:

Name SOAR Energy.

Address 1207 Grandview Ave., Suite 201, Columbus, OH 43212-9872

Web site Address www.soarenergy.org

Telephone No. 877-439-3706

A-4 List all names under which the applicant does business in North America:

SOAR Energy.

Solar and Renewable Energy Buyers Cooperative

A-5 Contact person for regulatory or emergency matters:

Name David C. Rinebolt

Title President

Business Address 231 W. Lima St., PO Box 1793, Findlay, OH 45839-1793

Telephone No. 419-425-8860

Fax No. 419-425-8862

Email Address drinebolt@aci.com

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 CH Date Processed 7/27/04

A-6 Contact person for Commission Staff use in investigating customer complaints:

Name David C. Rinebolt

Title President

Business address 231 W. Lima St., PO Box 1793, Findlay, OH 45839-1793

Telephone No. 419-425-8860

Fax No. 419-425-8862

Email Address drinebolt@aol.com

A-7 Applicant's address and toll-free number for customer service and complaints

Customer service address 1207 Grandview Ave., Suite 201, Columbus, OH 43212-9872

Toll-Free Telephone No. 877-439-3706

Fax No. 614-487-7510

Email Address soar@soarenergy.org

A-8 Provide "Proof of an Ohio Office and Employee," in accordance with Section 4929.22 of the Ohio Revised Code, by listing name, Ohio office address, telephone number, and Web site address of the designated Ohio Employee

Name David C. Rinebolt

Title President

Business address 231 W. Lima St., PO Box 1793, Findlay, OH 45839-1793

Telephone No. 419-425-8860

Fax No. 419-425-8862

Email Address drinebolt@aol.com

A-9 Applicant's federal employer identification number 34-1969690

A-10 Applicant's form of ownership: (Check one)

☐ Sole Proprietorship

☐ Partnership

☐ Limited Liability Partnership (LLP)

☐ Limited Liability Company (LLC)

☐ Corporation

☒ Other

A-11 (Check all that apply) Identify each natural gas company service area in which the applicant is currently providing service or intends to provide service, including identification of each customer class that the applicant is currently serving or intends to serve, for example: *residential, small commercial, and/or large commercial/industrial (mercantile) customers*. (A mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.)

<input checked="" type="checkbox"/> Cincinnati Gas & Electric	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Columbia Gas of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Dominion East Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Vectren Energy Delivery of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial

A-12 If applicant or an affiliated interest previously participated in any of Ohio's Natural Gas Choice Programs, for each service area and customer class, provide approximate start date(s) and/or end date(s) that the applicant began delivering and/or ended services.

☐ Cincinnati Gas & Electric

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☒ Columbia Gas of Ohio

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	January 1, 1998	End Date	continuous
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	January 1, 1998	End Date	continuous
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service	January 1, 1998	End Date	continuous
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

☒ Dominion East Ohio

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	January 1, 1998	End Date	continuous
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	January 1, 1998	End Date	continuous
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service	January 1, 1998	End Date	continuous
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

☐ Vectren Energy Delivery of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:

<input checked="" type="checkbox"/>	Cincinnati Gas & Electric	Intended Start Date	unknown
<input type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	
<input type="checkbox"/>	Dominion East Ohio	Intended Start Date	
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	unknown

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 **Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 **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 natural gas or electricity to customers in North America.
- A-16 **Exhibit A-16 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-17 **Exhibit A-17 "Articles of Incorporation and Bylaws,"** provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto, *only if the contents of the originally filed documents changed since the initial application.*
- A-18 **Exhibit A-18 "Secretary of State,"** provide evidence that the applicant is still currently registered with the Ohio Secretary of the State.

SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 **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.
- B-2 **Exhibit B-2 "Experience & Plans,"** provide a current 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.
- B-3 **Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking renewed certification (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 **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 for which it is seeking renewed certification since applicant last filed for certification.

- B-5 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws since applicant last filed for certification.

☒ No ☐ Yes

If Yes, provide a separate attachment labeled as Exhibit B-5 "Disclosure of Consumer Protection Violations," detailing such violation(s) and providing all relevant documents.

- B-6 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas since applicant last filed for certification.

☒ No ☐ Yes

If Yes, provide a separate attachment, labeled as Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation," detailing such action(s) and providing all relevant documents.

SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- C-1 Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.
- C-2 Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 whether the applicant is not required to file with the SEC and why.
- C-3 Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer-certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer-certified financial statements covering the life of the business.
- C-4 Exhibit C-4 "Financial Arrangements,"** provide copies of the applicant's current financial arrangements to conduct competitive retail natural gas service (CRNGS) as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)
- C-5 Exhibit C-5 "Forecasted Financial Statements,"** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- 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 since applicant last filed for certification.

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 functions.
- 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

David C. Rinebolt, President

Sworn and subscribed before me this 26th day of July

Month 2004

Year

Richard J. Rinebolt
Signature of official administering oath

Richard J. Rinebolt, Notary Public

Print Name and Title

My commission expires on

Lifetime



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 6.04)

In the Matter of the Application of)

for a Certificate or Renewal Certificate to Provide)
Competitive Retail Natural Gas Service in Ohio.)

Case No. 02 - 1743 -GA-AGG

County of Hancock
State of Ohio

David C. Rinebolt

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

David C. Rinebolt, President

Sworn and subscribed before me this 26th day of July

Month 2004

Year

Signature of Official Administering Oath

Richard J. Rinebolt, Notary Public

Print Name and Title

My commission expires on Lifetime

Exhibit A-14 "Principal Officers, Directors & Partners"

Board of Directors 2004

David C. Rinebolt - President
Executive Director
Ohio Partners for Affordable Energy
231 West Lima Street
P.O. Box 1793
Findlay OH 45839-1793
(419) 425-8860

Michael Williams
Director of Maintenance
Stark Metropolitan Housing
Authority
400 E. Tuscarawas St.
Canton OH 44702-1131
(330) 451-8051

James Tenhundfeld – Treasurer
Director of Weatherization
Cincinnati-Hamilton County CAC
2904 Woodburn Ave.
Cincinnati OH 45206
(513) 569-4358

Robert Martin
Vice President-Investment
Officer
First Union Securities
375 North Front Street, Suite 100
Columbus , OH 43215
(614) 241-2165

Robert Pitts – Secretary
Deputy Director
Corporation for Ohio Appalachian
Development
1 Pinchot Lane, P.O. Box 787
Athens OH 45701-0787
(740) 594-8499

Kurt Waltzer
Energy Campaign Coordinator
Ohio Environmental Council
1207 Grandview Ave., Suite 201
Columbus OH 43212
(614) 487-7506

Exhibit A-14 "Corporate Structure"

The Solar and Renewable Energy Buyers Cooperative, d/b/a SOAR Energy, is incorporated in Ohio as an association of members, organized as a nonprofit cooperative under Chapter 1729.01 et.seq., O.R.C.

SOAR Energy operates under the control of a Board of Directors. The President of the Board serves as the Chief Executive Officer of the organization. Day-to-day management including administrative services, membership services, supplier coordination, and marketing is provided by the Ohio Environmental Council, a 501(c)(3) nonprofit corporation which serves as an educational and advocacy organization on a wide range of environmental issues. The Council also serves as fiscal agent for grassroots unincorporated organizations.

SOAR Energy was organized to serve two unique niches in the emerging competitive energy market. First, the cooperative was created to aggregate customers who desire to purchase power from renewable energy sources or sources that result in less pollution than the coal and nuclear powerplants that dominate the current Ohio energy mix. In addition, SOAR Energy also seeks to aggregate low income and other residential and nonprofit customers that may not be targeted by CRES marketers or other energy providers for service. The cooperative is currently working to develop a relationship with a certified supplier to provide electric service to members of the aggregation.

SOAR Energy maintains a business relationship with the Energy Cooperative of Ohio (ECO), to provide natural gas service to customers aggregated by the cooperative whereby SOAR members are offered an opportunity to become ECO members. (ECO is an approved marketer in the Dominion East Ohio Choice Program and the Columbia Gas of Ohio Customer Choice Program.)

SOAR Energy also has a business relationship with AM Conservation Group to provide energy efficient products to cooperative members at competitive prices.

Finally, SOAR Energy also markets a green tag product to members. Green tags represent the environmental attributes purchased from renewable energy generating plants and resold so conventional power can be "greened". Standards relating to the sale of green tags can be found at www.green-e.org. SOAR Energy is not certified by Green-e, but does comply with the standards. We anticipate being certified once sales volume grows to cover the cost.

Exhibit A-16 "Company History"

The Solar and Renewable Energy Buyers Cooperative, d/b/a/ SOAR Energy, was created as a result of a project undertaken in January 2001 by the Midwest Energy Research Center (MERC) to demonstrate the viability of aggregation pools that provide members with comprehensive supply and demand side energy services, using seed funding from foundations and other sources. The project is designed to prove this concept and provide the information necessary to expand the pools or replicate the development of the pools in other jurisdictions.

After reviewing various legal structures available to create aggregations, MERC selected a nonprofit cooperative, organized under Chapter 1729.01 et.seq., O.R.C. Organizational documents were filed with the Secretary of State in October 2001. Under Ohio law, SOAR Energy is an association of members. Under the bylaws, each member has voting rights, permitting democratic control of the aggregation. Excess income is returned to members at the option of the Board, or can be retained to build investment capital for projects or programs initiated by the cooperative. Members are also liable for debts associated with the cooperative. This organizational structure is designed to minimize overhead, reduce the cost of providing supply and demand side services to SOAR members, and provide a flexible vehicle for the delivery of commodities and services.

SOAR Energy has been accepting members since November 2001. Through an agreement with the Energy Cooperative of Ohio (ECO), natural gas service has been provided to customers aggregated by the cooperative whereby SOAR members are offered an opportunity to become ECO members. (ECO is an approved marketer in the Dominion East Ohio Choice Program and the Columbia Gas of Ohio Customer Choice Program.)

Staffing required for SOAR Energy originally was provided by MERC through an agreement approved by the MERC and SOAR Boards of Directors. Because of a change in mission, operational activities associated with SOAR Energy were shifted to the Ohio Environmental Council through an agreement approved by both Boards. The organization continues to roughly follow business plan developed in 2001 which focuses on serving residential, small business and nonprofit consumers. OPAC, OEC and SOAR Energy are constantly searching for additional foundation funding to finance additional marketing and consumer service activities.

MERC was an outgrowth of Ohio Partners for Affordable Energy, an organization representing over 60 organizations throughout the state that provide essential energy services to low-income customers. The two organizations combined in 2003 under the Ohio Partners for Affordable Energy name. Consistent with the goals of its parent organizations, SOAR Energy is an entity committed to making the availability of choice in utility services meaningful to small customers.

Exhibit A-17 "Articles of Incorporation and Bylaws"

Oct 17 01 10:27*
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David Rinebolt
BENESCH FRIEDLANDER

419-425-9882

p.2
P.002

ARTICLES OF INCORPORATION OF SOLAR AND RENEWABLE ENERGY BUYERS COOPERATIVE (Under Chapter 1729 of the Ohio Revised Code)

The undersigned, desiring to form an Association under Sections 1729.01 et. seq. of the Ohio Revised Code, do hereby state the following:

ARTICLE 1 NAME AND PRINCIPAL PLACE OF BUSINESS

1.01 **Name.** The name of the Association shall be Solar and Renewable Energy Buyers Cooperative.

1.02 **Principal Place of Business.** The principal place of business of the Association will be located in Hancock County, at the following address: 337 South Main Street, 4th Floor, Suite 3, Findlay, Ohio 43840.

ARTICLE 2 PURPOSE

The Association is organized for the following purposes:

- (i) to support and grow a market for environmentally sound approaches to obtaining and using energy services; and
- (ii) to engage in any other activity within the purposes for which associations may be organized under the Ohio Cooperative Law.

ARTICLE 3 DURATION

The period of existence of the Association shall be perpetual.

ARTICLE 4 INCORPORATORS

The names and addresses of the incorporators of the Association are as follows:

David C. Rinebolt
327 West Lima Street
Findlay, Ohio 43840

Martha Swartzfisch, Esq.
Benesch, Friedlander, Coplan &
Aronoff, LLP
33 East Broad Street, 9th Floor
Columbus, Ohio 43215

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David Rinebolt
BENJAMIN FRIEDLANDER

419-428-8862

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P. 003

ARTICLE 5 CAPITAL STOCK

This Association is organized without capital stock on a membership basis.

ARTICLE 6 MEMBERS

6.01 Voting Rights. Each member entitled to vote shall have the number of votes provided for in the Bylaws of the Association.

6.02 Property Rights and Interests. The general rules by which the property rights and interests of each member of the Association are to be determined on a per share basis as more fully set forth in the Association's Bylaws.

ARTICLE 7 DIRECTORS

7.01 Director Qualification, Election and Term. The number of directors, their qualification, the manner of their election and their terms of office shall be as specified in the Bylaws of the Association.

7.02 Limitation on Directors' Liability. The limitations on the liability of directors for monetary damages contained in division (C)(1) of Section 1729.23 of the Ohio Cooperative Law shall apply to this Association. It is the intention of the members of this Association to eliminate or limit the personal liability of the directors of this Association to the greatest extent permitted under Ohio law. If the Ohio Cooperative Law is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Association, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Ohio Cooperative Law. Any repeal or modification of this Section 7.02 by the members of the Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Association existing at the time of such repeal or modification. The provisions of this Section 7.02 shall not be deemed to limit or preclude indemnification of a director by this Association for any liability of a director which has not been eliminated by the Ohio Cooperative Law under the provision of this Section 7.02.

7.03 Initial Directors. The names and addresses of the members of the Board of Directors of the Association, who shall serve until the first annual meeting or until the election and qualification of their successors are as follows:

David C. Rinebolt
227 West Lane Street
Findlay, Ohio 43840

Robert Fier
3295 Leach Ridge Road
Athens, Ohio 45704

Michael Williams
9304 Richmond NW
Mansfield, Ohio 44897

James Tschertke
3711 Drakewood Drive
Cincinnati, Ohio 45236-1414

Kurt Winters
44 West Longview Avenue
Columbus, Ohio 43202

Robert M. Martin
95 East First Avenue, SE
Columbus, Ohio 43215

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David Rinebolt
SENEXA PR101/ANEX

413-425-8882

P. 6

P. 003

ORIGINAL AFFIDAVIT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Solar and Renewable Energy System Corporation, hereby appoint ACPS Incorporated to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the Association may be served. The complete address of the agent is 30 East Broad Street, 3rd Floor, Columbus, Ohio 43215.

David Rinebolt
Incorporator: David Rinebolt

Marka Swartzbach
Incorporator: Marka Swartzbach

ACCEPTANCE OF AFFIDAVIT

The undersigned, ACPS Incorporated, named herein as the statutory agent for Solar and Renewable Energy System Corporation, hereby acknowledge and accept the appointment of statutory agent for said Association.

ACPS Incorporated

David Rinebolt

Title: Vice President

**ARTICLE 2
ADOPTION OF BYLAWS**

The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws and to adopt new Bylaws shall be vested in the Board of Directors and the members in the manner set forth in the Bylaws.

**ARTICLE 3
AMENDMENT OF ARTICLES**

These Articles of Incorporation may be altered or amended at any annual meeting or at any special meeting of the Association called for that purpose if the proposed alteration or amendment is first approved by two thirds of the members of the Board of Directors of the Association and then adopted by the affirmative vote of fifty-one percent (51%) of the members entitled to vote on the alteration or amendment.

**ARTICLE 10
COOPERATIVE PLAN; DISTRIBUTION OF NET INCOME**

10.01 Cooperative Plan. This Association shall be operated on a cooperative basis for the mutual benefit of its members.

10.02 Distribution of Net Income. Unless otherwise provided in the Association's Bylaws, the net income of the Association shall be distributed annually to the members of the Association. Such income shall be distributed among the members of the Association in the proportion that the aggregate percentage of each such member bears to the total percentage of all such members. The records of the Association may show the interest of members in the revenues of the Association.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of October, 2001.


David Kivett, Incorporator


Martin Saperstein, Incorporator

BY-LAWS
OF
SOLAR AND RENEWABLE ENERGY BUYERS COOPERATIVE

Article I - Name

This Association shall be known as Solar and Renewable Energy Buyers Cooperative and is incorporated as a cooperative under Chapter 1729 of the Ohio Revised Code. The principal office of the Association shall be in the City of Findlay, County of Hancock and State of Ohio.

Article II - Objects

The objects for which this Association is incorporated is mutual help, not having capital stock, for the purpose of assisting its Members by performing services connected with the purchase of various types of environmentally sound energy, and any other lawful activities permitted under Chapter 1729 of the Ohio Revised Code and Internal Revenue Code 501(c)(12), as amended from time to time.

Article III - Membership

Section 1. -Eligibility. Any corporation, limited liability company, partnership or other entity duly incorporated or formed under applicable state law and individuals shall be eligible for membership in this Association.

Section 2. -Membership.

a) Membership shall become effective upon unanimous acceptance by the Board of Directors.

b) Members shall comply with such obligations and requirements imposed by the Board of Directors. If a corporation, limited liability company, partnership or other duly formed legal entity, then an officer of such company shall sign a copy of the Membership Agreement on behalf of such company to indicate that such company ratifies these By-Laws and agrees to be bound thereby. Individuals may sign on their own behalf.

Section 3. -Certificate of Membership. A Certificate of Membership may be issued by the Association to each Member. Such Certificates, if issued, shall not be transferable.

Section 4. -Resignation and Termination of Membership.

a) Any Member may resign its membership by giving notice by registered mail addressed to the office of this Association.

b) Any Member shall forfeit its membership upon proof sufficient in the opinion of the Board of Directors that the Member has ceased to have the qualifications requisite for membership.

Section 5. -Expulsion from Membership. The Board of Directors may levy charges against any Member if the Board shall determine that such a Member has violated any of the provisions of these By-Laws or has been guilty of conduct detrimental to the Association. The charges shall be reduced to writing and served by registered mail upon the Member, together with notice of the time and place for a hearing upon said charges before the Board of Directors. Following such a hearing, or in the event of the default of the Member to appear, the Board of Directors may expel such Member by a two-thirds vote of the whole number of the Directors. Pending the hearing, the Board of Directors, by a two-thirds vote of the whole number of the Directors, may suspend the services of the Association for the Member.

Section 6. -Effect of Termination on Membership. Termination of Membership for any cause shall not affect any existing right, title or interest of a retiring Member in the property of this Association, or right or lien, which this Association has against the retiring Member, or his, her or its property; withdrawing and current Members do not forfeit any of their accrued rights in the savings and assets of the Association. However, any and all obligations of the retiring Member to the Association, and any and all obligations of the Association to the retiring Member, shall be finally ascertained and paid no later than three (3) months following the first meeting of the Board of Directors held after the termination of the membership, except that written obligations providing for a definite payment date may be paid at the date therein set forth, subject to the provisions in Article IV hereof.

Section 7. -Financial Obligations of the Association. In the event of a default by a Member, the existing Members jointly agree to assume and discharge, by payment, any obligation of the Association to a surety, if any, which shall provide any bond or bonds to the Association and/or supplier of product and services. If the amount is beyond the Association's reserves, each Member will be assessed an amount on a patronage basis. The Association would take appropriate action to recover the amount from the Member that defaulted and return the assessment to the other Members.

Section 8. -Property Rights and Interests. A Member's property rights and interests in the Association shall be determined on a patronage basis; Members' rights and interests in the Association's savings shall be determined in proportion to their business with the Association. The Association must equitably allocate costs, savings and losses among the Members of each particular service so that savings or losses are returned to each Member in direct proportion to his or her

patronage. Also, each member and former member shall be entitled to receive on a patronage basis a distribution on any gains from the sale of an appreciated asset upon dissolution of the Association if such member or former member was a member when the Association owned such asset. Upon the dissolution of the Association, Members and former Members shall be entitled to distributions on retained earnings, if any, which shall be determined on a patronage basis. With respect to the patronage of the Association's electricity commodity services, each Member will be credited with 1 Unit for each \$1.00 he or she gives to the Association in exchange for the Association's electricity commodity services. In regard to the patronage of the Association's gas commodity services, each Member will be credited 1 Unit for each \$1.00 he or she gives to the Association in exchange for the Association's gas commodity services. Savings and losses of the Association will be allocated based upon the number of Units each Member has in any given year divided by the aggregate number of Units credited in such given year to all Members. Furthermore, a \$1.00 loss attributable to the Association's electricity commodity services shall equal a \$1.00 loss attributable to the Association's gas commodity services.

Article IV - Method of Operation

Section 1. -Handling.

Every Member agrees to be bound by the By-Laws of this Association until his, her or its membership is terminated. In the event any Member fails to abide by the By-Laws, the Member agrees to pay to the Association as liquidated damages such amounts as are so designated in any agreement between the Member and the Association.

In addition to the provisions of these By-Laws, the obligations of each Member to the Association may be determined by an assessment on the Member as determined by the Board of Directors. The method of assessment and the method of distribution shall be determined by the Board of Directors and shall continue in effect until subsequent redetermination by the Board of Directors.

Section 2. -Dissolution. Upon the dissolution or winding up of the Association in any manner, the assets shall be used first to pay all debts of the Association and any balance remaining shall be distributed to Members on an patronage basis, determined by the Board of Directors.

Article V - Duties and Rights of Members

Section 1. -Grievances. Any Member having a grievance or complaint against the Association may attend any meeting of the Association and state his, her or its case to the persons assembled.

Section 2. -Annual Dues. Each Member shall be required to pay an amount equal to \$20.00 on an annual basis in order for the Association to carry on its business, pay its officers, etc. (the "Annual Dues"). Each Member's Annual

Dues shall be due and payable on or before January 1 of each year. Notwithstanding the foregoing, each Member who is newly accepted into the membership on a day other than January 1 of any given year shall pay a pro-rated portion of the Annual Dues on the day of such Member's acceptance into the membership. For every year thereafter, such Member shall be obligated to pay the full amount of the Annual Dues.

Members purchasing natural gas or electricity commodity service through the Association are exempt from the Annual Dues.

Article VI - Fiscal Year

The fiscal year of the Association shall be the calendar year commencing on the 1st day of January and end on the 31st day of the following December.

Article VI - Meetings of Members

Section 1. -Annual Meeting. The annual meeting of the Members of the Association shall be held on the 1st day of May of each year, or if a legal holiday, on the next business day thereafter, or on such date and at such time as may be fixed by the Board of Directors and named in the call, for the election of Directors and for the transaction of such other business as may properly be brought before the meeting.

Section 2. -Special Meetings. Special meetings of Members may be held at any time in the interval between annual meetings. Special meetings may be called by the President, or by request of a majority of the Board of Directors, or by the Secretary upon the written request of not less than twenty percent (20%) of the Members entitled to vote at the meeting, which written request shall state the purpose or purposes of the meeting and the matters proposed to be acted on thereat. In the event that a special meeting of Members is called by the Secretary upon such written request, such requesting Members shall pay the reasonably estimated costs of preparing and mailing notices of such meeting. Nothing contained herein shall limit the right and power of Directors or Members to require a special meeting for the election of Directors pursuant to applicable law.

Section 3. -Place of Meetings. Each meeting of Members shall be held at the principal office of the Association or at such other place within or without the State of Ohio as the Board of Directors may from time to time determine.

Section 4. -Notice of Meetings. Written notice of the date, time and place each meeting of Members, indicating that it is being issued by or at the direction of the person or persons calling the meeting, shall be given personally, by mail or by electronic or telephonic transmittal, not less than ten (10) days nor more than fifty (50) days before the date fixed for the meeting, to each Member entitled to vote at the meeting. In the case of each special meeting of Members, such notice shall also state the purpose or purposes of the meeting, and at the special meeting no business shall be acted upon which is not related to the purpose or

purposes stated in the notice of the meeting. If mailed, the notice is given when it is deposited in the United States mail, with postage prepaid, addressed to the person at the person's address as it appears on the records of the Association. If notice is sent by electronic or telephonic transmittal, notice is given when an electronic or telephonic confirmation of delivery is received by the Association.

Section 5. -Record Dates. For the purpose of determining the Members entitled to notice of or to vote at a meeting of Members or any adjournment thereof, the Board of Directors may fix a date of record which shall not be more than fifty (50) days nor less than ten (10) days before the date of such meeting. For the purpose of determining Members entitled to express consent to or dissent from any proposal without a meeting, or for determining Members entitled to receive payment of a distribution or the allotment of any rights, or for any other action, the Board of Directors may fix a date of record which shall not be more than fifty (50) days prior to such action.

Section 6. -Quorum. At each meeting of Members, in order to constitute a quorum there shall be present in person or represented by a delegate Members constituting at least ten percent (10%) of the membership that is entitled to vote thereat; but if there be no quorum, the Members so present or represented may by majority vote adjourn the meeting from time to time (but not for a period of more than thirty (30) days at any one time) without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjournment at which a quorum shall attend, any business may be transacted which might have been transacted at the meeting as originally called. When a quorum is once present, it is not broken by the subsequent withdrawal of any Member.

Section 7. -Voting. At each meeting of Members, each Member entitled to vote thereat shall have one (1) vote. Upon demand of at least ten percent (10%) of the membership entitled to vote thereat, voting shall be by ballot. A plurality of the votes cast shall be sufficient to elect Directors, and a majority of votes cast shall be sufficient to take any other action, except as may otherwise be provided by these By-Laws. Unless stated otherwise herein, there shall be no cumulative voting.

Section 8. -Proxies. Every proxy shall be in writing, subscribed by the Member giving the same, or his or her duly authorized attorney, and dated. No proxy which is dated more than eleven (11) months before the meeting at which it is offered shall be accepted, unless such proxy shall, on its face, name a longer period for which it is to remain in force. The person authorized to vote on another person's behalf shall at times be referred to as a delegate.

Section 9. -Conduct of Meetings. Each meeting of Members shall be presided over by the Chairman of the Board (if any) or, in his or her absence, the President, or in the absence of both of them, by an Executive Vice President (if any) or, in the absence of all such officers, by a chairman chosen at the meeting.

The Secretary of the Association or, in his or her absence, a person chosen by the chairman of the meeting, shall act as Secretary of the meeting.

Section 10. -Action Without a Meeting. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by at least sixty percent (60%) of the Members entitled to vote on such matter or action.

Article VII - Board of Directors

Section 1. -Election and Powers. The Board of Directors shall have the management and control of the business and affairs of the Association. The Directors shall be elected by the Members entitled to vote thereon at every other annual meeting of Members, and each Director shall serve until his or her successor is duly elected or appointed and qualifies, unless his or her directorship shall be earlier vacated by his or her death, resignation or removal as provided by these By-Laws.

Section 2. -Number. The number of Directors constituting the entire Board of Directors shall be such number not less than five (5) and chosen by the Directors, unless the number of Members is less than five (5), in which case the number of Directors may be equal to the number of Members. As used in these By-Laws, the term "entire Board" shall mean the total number of Directors which the Association would have if there were no vacancies.

Section 3. -Vacancies. Vacancies on the Board of Directors (including any vacancies resulting from an increase in the number of Directors) created for any reason except the removal of one or more Directors by the Members, may be filled by vote of the Board of Directors. If the number of Directors then in office is less than a quorum, such vacancies may be filled by a majority vote of the Directors then in office. A successor Director elected under this Section shall hold office for the unexpired portion of the term of the Director whose place was vacated. In the event of an increase in the number of Directors, each additional Director elected under this Section shall hold office until his or her successor has been duly elected or appointed and shall have qualified.

Section 4. -Removal. Any one or more Directors may be removed from office, with or without cause, by the Members entitled to vote in the election of Directors. Any vacancy on the Board resulting from such removal may be filled by the Members entitled to vote in the election of Directors, and any successor Director elected to fill such vacancy shall hold office for the unexpired portion of the term of the Director who was removed.

Section 5. -Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board may from time to time determine. Special meetings of the Board of Directors shall be held at any time, upon call by the Chairman of the Board, the President or at least one third of the Directors then in office.

Section 6. -Place of Meetings. Each meeting of the Board of Directors shall be held at the principal office of the Association or at such other place, within or without the State of Ohio, as the Board may from time to time determine.

Section 7. -Notice of Meeting. Written notice of the date, time and place of each regular and special meeting of the Board of Directors shall be given to each Director either (a) by delivering the same to him or her personally, or sending the same to him or her by telecopy, telex, telegraph or similar mode of communication, or leaving the same at his or her residence or usual place of business, in each case at least twenty-four (24) hours before the meeting, or (b) by placing the same in the United States mail, first-class postage prepaid, or delivering the same to a reputable express mail delivery service, and addressed to him or her at his or her last known address according to the records of the Association, in either case at least three (3) days before the meeting. No notice of any adjourned meeting of the Board of Directors need be given other than by announcement at the meeting.

Section 8. -Waiver of Notice. Notice of any meeting of the Board of Directors need not be given to any Director who submits a signed written waiver thereof whether before, during or after the meeting, nor to any Director who attends the meeting without protesting, either prior thereto or at its commencement, the lack of notice to him or her.

Section 9. -Quorum. A majority of the entire Board shall be necessary to constitute a quorum for the transaction of any item of business at each meeting of the Board of Directors; but if at any meeting there be less than a quorum present, a majority of those Directors present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjournment at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 10. -Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors or by any committee thereof at a duly held meeting may be taken without a meeting if all Members of the Board of Directors or of the committee, as the case may be, consent in writing to the adoption of resolutions authorizing the action. Such resolutions and such written consents shall be filed with the minutes of the proceedings of the Board of Directors or of the committee.

Section 11. -Personal Attendance by Conference Communication Equipment. Any one or more Members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 12. -Compensation. Directors may, but need not, receive compensation for their services in that capacity. By resolution of the Board of Directors, a fixed sum and reimbursement of expenses may be paid to Directors for attendance at each meeting of the Board. Nothing herein shall be construed to preclude a Director from serving the Association in any other capacity and receiving compensation therefore. The Board of Directors shall approve any compensation agreements the Association enters into with any Director or officer.

Section 13. -Executive Committee and Other Committees. The Board of Directors may, in its discretion and by a majority vote of the entire Board, appoint an Executive Committee, or one or more other committees of the Board, to consist of three (3) or more Directors, as the Board of Directors may from time to time determine. The Executive Committee shall have and may exercise between meetings of the Board all the powers of the Board of Directors in the management and control of the business and affairs of the Association, and other committees of the Board shall have such powers as are conferred upon them by the Board of Directors, except that neither the Executive Committee nor any other committee shall have power: (a) to recommend to Members any action requiring Member approval; (b) to fill vacancies on the Board of Directors or on any committee thereof; (c) to fix compensation of Directors for service on the Board of Directors or on any committee thereof; (d) to adopt, amend or repeal by-laws; (e) to amend or repeal any resolution of the Board of Directors which is not by its terms made amendable or repealable by such committee; or (f) to remove, or fix the compensation of, any officer who is elected by the Board of Directors. In the absence of any member of the Executive Committee or of any other committee of the Board, the Members thereof present at any meeting may appoint a Director previously so designated by the Board of Directors as a committee alternate to act in place of such absent member. The Board of Directors shall have the power at any time to change the membership of the Executive Committee or of any other committee of the Board, to fill vacancies in such committee or to dissolve it. A majority of the Members of the Executive Committee or of any other committee of the Board shall constitute a quorum for the transaction of any item of business of such committee. The Executive Committee and each other committee of the Board may make other rules for the conduct of its business, and may appoint such subcommittees and assistants, as may from time to time be necessary, unless the Board of Directors shall provide otherwise.

Article VIII - Officers

Section 1. -Election of Officers. The Board of Directors shall elect or appoint a President, Secretary and Treasurer, and may elect or appoint a Chairman of the Board from among the Directors, one or more Vice Presidents, and such other officers as it shall determine. Each officer shall serve at the pleasure of the Board of Directors and until his or her successor is duly elected or appointed and qualifies, or until his or her earlier death, resignation or removal as provided by this Article. Any vacancies in any office may be filled by the Board of Directors.

Section 2. -Assistant and Subordinate Officers. The Board of Directors may from time to time elect or appoint one or more Assistant Secretaries, one or more Assistant Treasurers and such other subordinate officers or agents of the Association as it may deem proper, each of whom shall hold office at the pleasure of the Board of Directors and shall have such powers and duties as are assigned to him or her by the Board.

Section 3. -Removal. Any officer of the Association may be removed at any time, with or without cause, by the Board of Directors.

Section 4. -Compensation. The Board of Directors shall fix the compensation of all officers of the Association, except that the Board of Directors may authorize the President to fix the compensation of such officers (other than the President) as the Board may specify.

Section 5. -Chairman of the Board. The Chairman of the Board, if there be one, shall preside at all meetings of the Board of Directors and Members and shall perform such other duties as the Board of Directors may direct.

Section 6. -President. The President shall be the Chief Executive Officer of the Association and shall, subject to the direction of the Board of Directors, have the general management of the affairs of the Association. If there is no Chairman of the Board, or in his or her absence or inability to act, the President shall perform all duties of the Chairman of the Board subject, however, to the control of the Board of Directors.

Section 7. -Vice Presidents. Anyone or more of the Vice Presidents may be designated by the Board of Directors as an Executive Vice President. At the request of the President, or in his or her absence or inability to act, the Executive Vice President shall perform the duties and exercise the functions of the President. If there be no Executive Vice President, or if there be more than one, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any of such functions; if such determination is not made by the Board of Directors, the President may make such determination; otherwise, any of the Vice Presidents may perform any of such duties or exercise any of such functions. Each Vice President shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

Section 8. -Secretary. The Secretary shall keep full minutes of all meetings of Members and of the Board of Directors in books provided for that purpose. He or she shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. He or she shall be the custodian of the records and of the corporate seal, if any, of the Association and he or she shall affix the corporate seal, if any, to all documents the execution of which on behalf of the Association is duly authorized by the Board of Directors, and when so affixed he or she may attest the same. The Secretary shall have such other

powers and duties as may be properly designated by the Board of Directors and the President.

Section 9. -Treasurer. The Treasurer shall keep correct and complete books and records of account of the Association. Subject to the control and supervision of the Board of Directors and the President, or such other officer as the Board of Directors and the President may designate, the Treasurer shall establish and execute programs for the provision of the capital required by the Association; maintain banking arrangements to receive, have custody of and disburse the Association's moneys and securities; invest the Association's funds as required; obtain insurance coverage as required; and direct the granting of credit by and the collection of accounts due to the Association. The Treasurer shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

Article IX - Indemnification

Section 1. -Generally. To the fullest extent permitted under applicable law, each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or his testator or intestate (a) is or was a director or officer of the Association or (b) is or was a Director or officer of the Association who serves or served, in any capacity, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Association (hereinafter an "indemnitee"), shall be indemnified and held harmless by the Association against all expense, liability and loss, including without limitation ERISA excise taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a Director or officer and shall inure to the benefit of the indemnitee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any Director or officer if his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or if he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. Notwithstanding the foregoing and subject to the Association's Articles of Incorporation, except as contemplated by Section 3 of this Article, the Association shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

Section 2. -Advancement of Expenses. To the fullest extent permitted by applicable law, all expenses reasonably incurred by an indemnitee in connection

with a threatened or actual proceeding with respect to which such indemnitee is or may be entitled to indemnification under this Article shall be advanced to him or her or promptly reimbursed by the Association in advance of the final disposition of such proceeding, upon receipt of an undertaking by him or her or on his or her behalf to repay the amount of such advances, if any, as to which he or she is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he or she is entitled. Such person shall cooperate in good faith with any request by the Association that common counsel be used by the parties to any proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.

Section 3. -Procedure for Indemnification.

a) Not later than thirty (30) days following final disposition of a proceeding with respect to which the Association has received written request by an indemnitee for indemnification pursuant to this Article or with respect to which there has been an advancement of expenses pursuant to Section 2 of this Article, if such indemnification has not been ordered by a court, the Board of Directors shall meet and find whether the indemnitee met the standard of conduct set forth in Section 1 of this Article and, if it finds that he or she did, or to the extent it so finds, the Board shall authorize such indemnification.

b) Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the indemnitee established that the standard of conduct set forth in Section 1 of this Article was not met, or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the indemnitee and would have established that the standard of conduct set forth in Section 1 of this Article was not met.

c) If the Board of Directors fails or is unable to make the determination called for by paragraph (a) of this Section 3, or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believes the expenses for which indemnification is requested to be unreasonable, such action, inaction or inability of the Board of Directors shall in no way affect the right of the indemnitee to make application therefore in any court having jurisdiction therein. In such action or proceeding, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication in such action or proceeding establishes that the indemnitee met the standard set forth in Section 1 of this Article, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then

find such standard to have been met or the expenses to be reasonable, as the case may be, and shall grant such indemnification, and shall also grant to the indemnitee indemnification of the expenses incurred by him or her in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Association, the portion of such expenses proportionate to the amount of such indemnification so awarded. Neither the failure of the Board of Directors to have made timely a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 1 of this Article, nor an actual determination by the Board of Directors that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right to indemnification, or by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to indemnification, under this Article or otherwise, shall be on the Association.

d) A finding by the Board of Directors pursuant to this Section 3 that the standard of conduct set forth in Section 1 of this Article has been met shall mean a finding (i) by the Board of Directors acting by a quorum consisting of directors who are not parties to such proceeding, or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, or by the Members upon a finding that such standard of conduct has been met.

Section 4. -Contractual Article. The rights conferred by this Article are contract rights which shall not be abrogated by any amendment or repeal of this Article with respect to events occurring prior to such amendment or repeal and shall, to the fullest extent permitted by law, be retroactive to events occurring prior to the adoption of this Article. No amendment of Chapter 1729 of the Ohio Revised Code, insofar as it may reduce the permissible extent of the right of indemnification of an indemnitee under this Article, shall be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment, irrespective of the date of any claim or legal action in respect thereof. This Article shall be binding on any successor to the Association, including without limitation any person or entity which acquires all or substantially all of the Association's assets.

Section 5. -Non-Exclusivity. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Article. The Association is authorized to enter into agreements with any such person providing rights to indemnification or advancement of expenses in addition to the provisions therefore in this Article,

and the Members and the Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.

Section 6. -Insurance. The Association may, to the extent authorized from time to time by the Board of Directors, maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Association or of any other corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under this Article or applicable law.

Section 7. -Indemnification of Employees and Agents of the Association. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the Association with the same scope and effect as provided by this Article to Directors and officers of the Association.

Article X - Finances

Section 1. -Distributions. Subject to the Association's Articles of Incorporation, the Board of Directors, in its sole discretion, may declare distributions on the retained earnings, if any, of the Association, payable upon such dates as the Board of Directors may designate.

Section 2. -Reserves. Before payment of any distribution, there may be set aside out of any funds of the Association available for distribution such sum or sums, as the Board of Directors, in its sole discretion, may from time to time deem proper as a reserve or reserves to meet contingencies, or for repairing or maintaining any property of the Association, or for such other purpose or purposes as the Board of Directors shall deem conducive to the interests of the Association, and the Board of Directors may modify or abolish any such reserve or reserves in the manner in which it was created. Notwithstanding the foregoing, the Association may not retain more funds or savings than the Association needs to meet its losses and expenses.

Section 3. -Bills, Notes, Etc. All checks or demands for money and notes or other instruments evidencing indebtedness or obligations of the Association shall be made in the name of the Association and shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. -Books. The Association shall keep adequate records of each Member's rights and interests in the assets of the Association.

Article XI - Amendments

Section 1. -Power to Amend. These By-laws may be adopted, amended or repealed by the Members entitled to vote in the election of Directors. In addition, By-Laws of the Association may be adopted, amended or repealed by the Board of Directors by a majority vote of the entire Board, but any By-law adopted by the Board of Directors may be amended or repealed by the Members. Any amendments made would not take effect for a minimum of thirty (30) days and each Member shall receive forty (40) days written notice of any such amendment.

Section 2. -Notice of Amendment Affecting Election of Directors. If any By-law regulating an impending election of Directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of Members for the election of Directors the By-law so adopted, amended or repealed, together with a concise statement of the changes made.

Article XII - In General

The provisions of these By-Laws shall at all times be subject to the provisions of applicable law in effect from time to time and the provisions of the Articles of Incorporation of the Association, as it may from time to time be amended. In the event of any necessary conflict between any provision of these By-Laws and any provision of applicable law then in effect, such provision of law shall control. In the event of any necessary conflict between any provision of these By-Laws and any provision of the Articles of Incorporation then in effect, such provision of the Articles of Incorporation shall control. The Article and Section headings of these By-Laws are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intention expressed hereby. Wherever used in these By-Laws, the masculine pronoun shall include the feminine and the neuter, as appropriate in the context.

Exhibit A-18 "Secretary of State"

200131200866

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/08/2001	200131200866	TRADE NAME/ORIGINAL FILING (RNO)	55.00	50	.00	.00	.80

Receipt

This is not a bill. Please do not expect payment.

BENESCH FRIEDLANDER
85 E. BROAD ST., SUITE 900
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1268637

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SOAR ENERGY

and, that said business records show the filing and recording of

Document(s):

TRADE NAME/ORIGINAL FILING

Date of First Use: 10/01/2001
Expiration Date: 11/07/2006

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**SOLAR AND RENEWABLE ENERGY
BUYERS COOPERATIVE
337 S MAIN ST
4TH FL STE 5
FINDLAY, OH 45840**



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 7th day of November, A.D. 2001.

J. Kenneth Blackwell
Ohio Secretary of State

**United States of America
State of Ohio
Office of the Secretary of State**

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show SOLAR AND RENEWABLE ENERGY BUYERS COOPERATIVE, an Ohio not for profit corporation, Charter No. 1262635, having its principal location in Findlay, County of Hancock, was incorporated on October 18, 2001 and is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 14th day of July, A.D. 2004*

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: V2004195JF9AC1

Exhibit B-1 "Jurisdiction of Operation"

The Applicant is certified only in Ohio.

Exhibit B-2 "Experience & Plans"

SOAR Energy has continued the long track record of its parent organizations Ohio Partners for Affordable Energy and the Midwest Energy Research Center in successfully aggregating consumers, negotiating with competitive suppliers on their behalf, and providing competitive products and services in the restructured natural gas environment. SOAR Energy has been continuously accepting members since November 2001. Through an agreement with the Energy Cooperative of Ohio (ECO), natural gas service is available to customers aggregated by the cooperative under an arrangement whereby SOAR members become ECO members. (ECO is an approved marketer in the Dominion East Ohio Choice Program and the Columbia Gas of Ohio Customer Choice Program.) Members also have access to energy efficient products, including lighting, water conservation and other materials, through the organization's website, www.SOAREnergy.com. The cooperative also currently sells green-tags, more fully described below.

SOAR Energy was created to provide comprehensive supply and demand side energy services to cooperative members creating a 'one-stop-shop' for all energy needs. Supply side services will be provided by aggregating cooperative members and securing natural gas and electricity supplies from certified marketers. Electricity aggregation has yet to occur given the slow pace of market development and the lack of CRES suppliers. However, SOAR Energy recently began offering green-tags to members who wish to purchase the environmental attributes from renewable energy generation facilities, thus consuming 'virtual' green electricity in their homes or businesses. Demand side services in the form of energy efficient products and services are provided through partnerships with product wholesalers and referrals to a network of experienced and trained energy auditors and contractors that install cost-effective weatherization measures. SOAR Energy also provides referrals to vendors of small renewable energy system to interested members.

A grassroots, affinity marketing strategy is employed to attract members to the SOAR Energy aggregation. Marketing activities build on relationships already established by Ohio Partners for Affordable Energy and its partner, the Ohio Environmental Council, with environmental, conservation and social service organizations throughout Ohio. The cooperative continues to target two underserved markets: customers desiring to purchase green or clean power, and nonprofit social service agencies and their clients. Environmentally conscious consumers currently do not have a mechanism to organize their demands to create a market for renewable energy. SOAR Energy is designed to serve as that organizing vehicle. Social service agencies and their clients generally lack the expertise to evaluate offers in the competitive energy market and have no vehicle to organize their energy needs in a manner to provide leverage in the market. Again, SOAR Energy is designed to provide the organizational framework to allow these organizations and individuals to take

maximum advantage of the competitive market. The cooperative also aggregates customers through referrals from the PUCO "Apples to Apples" Fact Sheets and weekly marketer price information provided by the Ohio Consumers' Council.

Members can join the cooperative by phone, mail or internet. Enrollment in regulated natural gas or electric programs occurs only through the mail or via the internet. When accepted for membership in the cooperative, the members have the ability to choose to participate in the natural gas or electricity aggregations (depending on the service territory in which they reside and whether SOAR Energy has a certified marketer available to provide electricity or natural gas in that service territory). The member may also purchase energy efficiency products or services, or green-tags. All marketing, enrollment, customer service, customer complaint and record keeping activities are handled in accordance with the CRES and CRNGS requirements as mandated by the Commission. Quality assurance is maintained through regular file comparison with affiliated suppliers and other mechanisms.

Exhibit B-3 "Summary of Experience"

SOAR Energy began accepting customers in late 2001, but active marketing did not begin until certification by the Public Utilities Commission of Ohio (PUCO) in August of 2002. The bulk of membership enrollments the first year occurred after the cooperative became the first aggregator listed on the PUCO's 'Apples to Apples' chart, which generated a significant number of inquiries.

The following chart summarizes the number of customers and level of sales to the aggregated pools from 2002 through June 31, 2004.

SOAR Energy -- Natural Gas: Customers and Sales			
	DEO	COH	TOTAL ¹
2002 Customers	273	220	493
2003 Customers	281	610	891
2004 Customers ²	269	627	896
2002 Sales (Mcf)	1,066.00	1,316.00	2,382.00
2003 Sales (Mcf)	15,239.00	23,790.00	39,029.00
2004 Sales (Mcf)	32,657.00	49,654.00	82,311.00
TOTAL Sales	48,962.00	74,760.00	123,722.00
¹ Customer count as of December 31.			
² Customer count as of June 30, 2004.			

Existing office systems are capable of handling a significant expansion in membership. Our experience over the past three years is that our customers need very little attention. Because we offer month-to-month contracts, customers are free to leave on thirty day notice and will be processed with even less notice if the cooperative is notified prior to the 15th of the month, the date customers switches must be submitted to local distribution companies. All information on current prices is posted on the cooperative's website or available through our toll-free number. Communications are kept to a minimum to keep overhead as low as possible. The average revenue per natural gas member per year is around \$6.00 -- an adequate sum to fund the management of the nonprofit organization.

Exhibit B-4 "Disclosure of Liabilities and Investigations"

None.

Exhibit C-1 "Annual Reports"

SOAR Energy does not prepare Annual Reports.

Exhibit C-2 "SEC Filings"

The applicant is a nonprofit, Ohio corporation organized as an association owned by its members. The organization has made no filings with the SEC.

Exhibit C-3 "Financial Statements"

2002	SOAR	Energy	Profit & Loss	
				Jan - Dec 02
	Income			
		Revenue		
			Membership	305.00
			Natural Gas	0.00
		Total Revenue		305.00
	Total Income			305.00
	Expense			
		Expenses		
			Contractual	0.00
			Sales Tax	0.00
			Expenses - Other	-124.79
		Total Expenses		-124.79
	Total Expense			-124.79
	Net Income			429.79

2003	SOAR	Energy	Profit & Loss	
				Jan - Dec 03
	Income			
		Revenue		
			Membership	320.70
			Natural Gas	5,000.00
		Total Revenue		5,320.70
	Total Income			5,320.70
	Expense			
		Expenses		
			Contractual	4,000.00
			Sales Tax	76.19
			Expenses - Other	298.48
		Total Expenses		4,374.67
	Total Expense			4,374.67
	Net Income			946.03

2002	SOAR	Energy	Balance Sheet	
				Dec 31, 02
ASSETS				
	Current Assets			
		Checking/Savings		
		Checking		479.79
		Total Checking/Savings		479.79
		Accounts Receivable		
		Accounts Receivable		0.00
		Total Accounts Receivable		0.00
		Total Current Assets		479.79
TOTAL ASSETS				479.79
LIABILITIES & EQUITY				
	Equity			
		Opening Bal Equity		50.00
		Retained Earnings		0.00
		Net Income		429.79
		Total Equity		479.79
TOTAL LIABILITIES & EQUITY				479.79

2003	SOAR	Energy	Balance Sheet	
				Dec 31, 03
ASSETS				
	Current Assets			
		Checking/Savings		
		Checking		1,416.82
		Total Checking/Savings		1,416.82
		Accounts Receivable		
		Accounts Receivable		-5,000.00
		Total Accounts Receivable		-5,000.00
		Total Current Assets		-3,583.18
TOTAL ASSETS				-3,583.18
LIABILITIES & EQUITY				
	Equity			
		Opening Bal Equity		50.00
		Retained Earnings		429.79
		Net Income		-4,053.97
		Total Equity		-3,574.18
TOTAL LIABILITIES & EQUITY				-3,574.18

2002	SOAR	Energy	Statement of Cash Flows	
				Jan - Dec 02
			OPERATING ACTIVITIES	
			Net Income	429.79
			Adjustments to reconcile Net Income	
			to net cash provided by operations:	
			Accounts Receivable	0.00
			Net cash provided by Operating Activities	429.79
			Net cash increase for period	429.79
			Cash at beginning of period	50.00
			Cash at end of period	479.79

2003	SOAR	Energy	Statement of Cash Flows	
				Jan - Dec 03
			OPERATING ACTIVITIES	
			Net Income	-4,053.97
			Adjustments to reconcile Net Income	
			to net cash provided by operations:	
			Accounts Receivable	5,000.00
			Net cash provided by Operating Activities	946.03
			Net cash increase for period	946.03
			Cash at beginning of period	479.79
			Cash at end of period	1,425.82

Exhibit C-4 "Financial Arrangements"

Currently, SOAR Energy has a checking account with Bank One, NA. The cooperative has an agency agreement with the Energy Cooperative of Ohio, the marketer serving customers aggregated by SOAR Energy.

A copy of the agency agreement follows:

AGENT AGREEMENT

This agreement, dated November 1, 2002, is made between Energy Cooperative of Ohio ("ECO"), with an address at 800 Cross Pointe Rd., Suite U, Gahanna, OH 43230, and Solar and Renewable Energy Buyers Cooperative d/b/a SOAR Energy, a/an Ohio corporation ("Agent"), with address at 337 South Main St, 4th Floor, Suite 5, Findlay, OH. 45840.

1. Definitions.

"New Contract" means a contract or nomination, solicited by Agent, for the sale of natural gas to an Agent Customer with respect to such customer's specific facility to which ECO has not sold or provided natural gas within the 24 month period immediately preceding the date of this Agreement.

"Renewal Contract" means a renewed, extended or renegotiated New Contract in which Agent is actively involved in the renewal and servicing of the Agent Customer.

"Agent Customers" means those end-user persons or entities solicited by Agent with whom or which Agent has entered (or has caused ECO to enter) into a natural gas supply contract or nomination with respect to a specific facility location. This term shall not include any persons or entities with whom or which ECO has presently or has had in the past a contractual relationship, or has actively solicited for business, within the 24-month period immediately preceding the date of this Agreement, unless otherwise specifically agreed by ECO in writing.

"Residual Period" means the residual period of time immediately following the effective date of termination of this Agreement during which Agent shall be entitled to Residual Compensation. The Residual Period for Accounts shall be one (1) year for each full year of service rendered by Agent to ECO under this Agreement.

"Residual Compensation" means deferred compensation for sales of ECO products and services to Agent customers to be paid by ECO to Agent after termination of this Agreement by either party, for any reason whatsoever, in recognition of Agent's past efforts in developing and promoting ECO's business

within Territory. Residual Compensation applies to accounts, clients and customers that continue their purchase of products/services through ECO during the residual period.

"Residual Commission Rates" will be fifty percent (50%) of Compensation Rates.

2. Territory; Scope of Representation.

- a. During the term hereof, subject to ECO's prior approval and acceptance as provided in Section 4 hereof (which approval shall include, but not be limited to, review for creditworthiness), ECO will accept Agent Customers in the territory described on the attached Schedule 1 (the "Territory"). Except for existing ECO customers and accounts, Agent will have the right to solicit customers for New Contracts and Renewal Contracts in the Territory for sales of natural gas by ECO. ECO will not solicit Agent Customers at the specific facility being served without Agent's prior written agreement.
- b. Agent's rights to solicit customers for New Contracts and Renewal Contracts in the Territory shall be non-exclusive, it being expressly understood that ECO, in its sole discretion, shall have the right to employ sales representatives and/or enter into independent contractor agreements with others in the Territory.

3. Commissions.

- a. As Agent's sole and exclusive consideration and compensation to be paid hereunder, Agent will be paid commissions on the sales of natural gas to Agent Customers at a commission rate set forth in Schedule 2. Agent and ECO agree that the commission to be paid hereunder shall be on a per MCF basis, and that ECO's determination of the commission rate shall be based upon ECO's estimate of its delivered cost of gas to such customer (which cost shall include a \$.05 per MCF administrative fee for ECO), the terms and conditions of such sale, and market and competitive factors.
- b. The commission will be paid to Agent within fourteen business days of ECO's receipt of payment in full for the natural gas sold to Agent's Customers.

- c. ECO will furnish Agent with a monthly statement showing, for each of Agent's Customers each month, the units sold and the commissions due Agent on sales.
- d. Residual Compensation shall be paid to Agent by ECO for applicable Residual Period.

4. **Duties of Agent; Acceptance by ECO.**

- a. Agent shall exert its best efforts to promote the sale of natural gas by ECO to new customers in the Territory and to service Agent Customers in the Territory, and shall provide ECO with such reports, records and information as ECO may reasonably request.
- b. The prices, charges, and terms and conditions of sale of ECO's natural gas, including warranties (the "Sales Policies"), will be established by ECO. Agent agrees to conform to the Sales Policies in taking orders, soliciting new accounts and transacting business generally.
- c. Contracts or notices of nomination for the natural gas customers solicited by Agent will be promptly forwarded to ECO. No contract or notice of nomination will be binding upon ECO until accepted by ECO in writing signed by ECO and Agent. ECO reserves the right to reject any contract of notice of nomination.

5. **Authority; Indemnity**

Agent has no authority to make any warranties or representations on behalf of, or in the name of, ECO or to enter into contracts or to create any obligations binding on ECO or any nature whatsoever. Agent is not and shall not represent itself to be a legal representative of ECO. Agent shall indemnify and hold ECO, all of its affiliated companies and all of their respective officers, directors, employees, representatives and agents, harmless from any and all claims, actions, suits, costs, damages and liabilities, including reasonable attorneys' fees, arising out of Agent's breach of this Section 5 or Section 6 of this Agreement.

6. **Independent Contractor**

Agent is not an employee of ECO, but is an independent contractor. All expenses and disbursements incurred by Agent in connection with this

Agreement will be borne wholly and completely by Agent. Agent will be responsible for payment of all taxes arising out of its activities in connection with the Agreement, including, without limitation, federal, state and local income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees required of any nature whatsoever.

7. Confidential, Proprietary Information.

It is understood that the data, knowledge, finances, methods, products, technology, trade secrets, intellectual property or proprietary information developed for or communicated to Agent in Agent's performance of its duties under the Agreement, as well as any and all information supplied by ECO to Agent in connection therewith (including, without limitation, information regarding pricing, customers and customer lists), if of a highly confidential and proprietary nature. Agent agrees that unless Agent has received the prior written approval of ECO, Agent will make no oral or written disclosure of such information either during or after the term of this Agreement. Upon termination of this Agreement, or otherwise upon request by ECO, Agent shall return all such confidential or proprietary information to ECO and shall hold such information confidential for a period of two (2) years from and after the Termination Date (defined below).

8. Non-Solicitation; Non-Competition.

- a. For the term of this Agreement and for the longer of (a) one year after the Termination Date (defined below) or (b) the date of the last commission payment to Agent following termination, as set forth in Section 10, Agent agrees that it will not (1) employ any ECO employee without ECO's prior written consent or solicit or attempt to induce any ECO employee to become its employee or the employee of any ECO competitor or customer; and/or (2) directly solicit existing customers of ECO (including those of ECO's affiliates) in the Territory regarding the purchase of natural gas by any such customer, other than those customers specifically originated by Agent. In the event of breach of the foregoing non-solicitation and non-competition covenants and agreements, it is expressly agreed that ECO shall, in addition to all other rights and remedies, be entitled to injunctive relief. If this Section 8 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending over too long a period of time, too great a geographical area or over too great a range of

activities, it shall be interpreted to extend over the maximum period of time, area or range of activities as to which it may be enforceable.

- b. For the term of this Agreement and for the longer of (a) one year after the Termination Date (defined below) or (b) the date of the last commission payment to Agent following termination, as set forth in Section 10, ECO agrees that it will not employ any Agent employee without Agent's prior written consent or solicit or attempt to induce any Agent employee to become its employee or agent.

9. Term and Termination.

This Agreement shall be in effect until terminated as follows:

- a. For any reason whatsoever, either party may terminate this Agreement upon giving at least 60 days prior written notice to the other party, whereupon this Agreement will terminate on the date set forth in the written notice of termination (the "Termination Date").
- b. If ECO or Agent is in default of any of its obligations and duties under this Agreement and has not cured such default within twenty (20) days after the non-defaulting party's written notice to the other specifying the particulars of such default, or if ECO or Agent files bankruptcy, goes into compulsory liquidation, or makes an assignment for the benefit of creditors, the non-defaulting party thereafter may terminate this Agreement immediately upon written notice to the other party.

10. Commission Upon Termination

- a. On and after the Termination Date, Agent will continue to be paid commissions: (1) on orders solicited by Agent prior to the Termination Date and those accepted by the Company as New or Renewal Contracts within up to three (3) months after the Termination Date; and (2) if this Agreement is terminated for a reason other than due to Agent's breach of this Agreement (in which case ECO shall be relieved of any obligation to make further commission payments to Agent), on sales of natural gas to Agent's Customers for the remaining term of the New or Renewal Contracts; provided, however, that ECO shall not be obligated to pay any commission to Agent with respect to New or Renewal Contracts after thirty-six (36) months from the Termination Date even if the term of any such New or Renewal Contract extends beyond that date.

11. Return of Company Books and Records

Documents given to or prepared by Agent, which pertain to ECO business, remain the property of ECO, irrespective of whether such documents relate to or contain confidential information. Upon termination of this Agreement, Agent agrees to return all such documents to ECO.

12. Remedies

All rights and remedies of the parties hereunder are cumulative.

13. Severability

If any term or section of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or section nor the validity of any other term or section of this Agreement shall be affected thereby.

14. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

15. Complete Agreement.

This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof. There are no terms, obligations, covenants, representations, statements or conditions other than those contained herein. Agent has not made any investments or otherwise relied upon any statement, representation, warranty or inducement by ECO in connection with Agent's execution of this Agreement or in anticipation of its services to ECO hereunder. No variation or modification of this Agreement or waiver of any of the terms or provisions hereof will be deemed valid unless in writing and signed by both parties.

16. Waiver

The failure by any party to exercise or enforce any other terms or conditions of this Agreement will not constitute or be deemed to be a waiver of that party's rights hereunder to enforce each and every term and condition of this Agreement.

17. Assignment.

This Agreement, and the rights and obligations arising hereunder, may not be assigned by Agent without the prior written consent of ECO.

18. **Notices.**

Any notice or other communication required or desired to be given to any party under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally to that party; (b) deposited in the United States mail, certified mail, return receipt requested, addressed to that party at the address for that party specified at the beginning of this Agreement or at any other address hereunder designated by that party in writing to that party giving notice; or (c) delivered to that address by hand or messenger delivery service or by telephone facsimile transmission upon receipt of confirmation that such transmission has been received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

ENERGY COOPERATIVE OF OHIO

SOLAR AND RENEWABLE
ENERGY BUYERS
COOPERATIVE

By: Kevin Smith /S/

By: David C Rinebolt

Title: General Manager

Title: President

Date: November 1, 2002

Date: November 1, 2002

SCHEDULE 1

Territory

Agent is doing business in Ohio with the intention of continued expansion.

Local Distribution Companies (LDCs):

- 1. Dominion East Ohio Gas (DEO)**
- 2. Columbia Gas of Ohio (COH)**

SCHEDULE 2

Attached to and made a part of the Agreement dated November 1, 2002 between Energy Cooperative of Ohio ("Seller") and Solar and Renewable Energy Buyers Cooperative ("Agent") are the following items:

Commission

Commission Amount \$0.05 per MCF for all accounts.

Seller:

Energy Cooperative of Ohio

Accepted and agreed to this

1st day of November, 2002

By: Kevin Smith /S/

Title: General Manager

Agent:

**Solar and Renewable Energy Buyers
Cooperative**

Accepted and agreed to this

1st day of November, 2002

By: David Rinebolt /S/

Title: President

Exhibit C-3 "Forecasted Financial Statements"

2004	SOAR	Energy	Profit & Loss --	Projected
				Jan - Dec 04
	Income			
		Revenue		
			Membership	1,500.00
			Natural Gas	4,500.00
		Total Revenue		6,000.00
	Total Income			6,000.00
	Expense			
		Expenses		
			Contractual	3,600.00
			Sales Tax	67.50
			Expenses - Other	250.00
		Total Expenses		3,917.50
	Total Expense			3,917.50
Net Income				2,082.50

Assumptions: Total natural gas sales of approximately 150,000 Mcf.

2005	SOAR	Energy	Profit & Loss --	Projected
				Jan - Dec 03
	Income			
		Revenue		
			Membership	5,000.00
			Natural Gas	10,000.00
		Total Revenue		15,000.00
	Total Income			15,000.00
	Expense			
		Expenses		
			Contractual	12,000.00
			Sales Tax	270.00
			Expenses - Other	500.00
		Total Expenses		12,770.00
	Total Expense			12,770.00
Net Income				2,230.00

Assumptions: Total natural gas sales of approximately 200,000 Mcf.

2004	SOAR	Energy	Balance Sheet –	Projected
				Dec 31, 04
ASSETS				
	Current Assets			
		Checking/Savings		
			Checking	3,499.32
		Total Checking/Savings		3,499.32
		Accounts Receivable		
			Accounts Receivable	0.00
		Total Accounts Receivable		0.00
	Total Current Assets			3,499.32
TOTAL ASSETS				3,499.32
LIABILITIES & EQUITY				
	Equity			
		Opening Bal Equity		50.00
		Retained Earnings		429.79
		Net Income		3,499.32
	Total Equity			3,979.11
TOTAL LIABILITIES & EQUITY				3,979.11

2005	SOAR	Energy	Balance Sheet –	Projected
				Dec 31, 05
ASSETS				
	Current Assets			
		Checking/Savings		
			Checking	5,729.32
		Total Checking/Savings		5,729.32
		Accounts Receivable		
			Accounts Receivable	0.00
		Total Accounts Receivable		0.00
	Total Current Assets			5,729.32
TOTAL ASSETS				5,729.32
LIABILITIES & EQUITY				
	Equity			
		Opening Bal Equity		50.00
		Retained Earnings		3,949.11
		Net Income		2,230.00
	Total Equity			6,229.11
TOTAL LIABILITIES & EQUITY				6,229.11

2004	SOAR	Energy	Statement of Cash Flows		Projected
					Jan - Dec 04
		OPERATING ACTIVITIES			
			Net Income		2,082.00
			Adjustments to reconcile Net Income		
			to net cash provided by operations:		
				Accounts Receivable	0.00
		Net cash provided by Operating Activities			2,082.00
	Net cash increase for period				2,082.00
	Cash at beginning of period				1,425.82
Cash at end of period					3,507.82

2005	SOAR	Energy	Statement of Cash Flows		Projected
					Jan - Dec 05
		OPERATING ACTIVITIES			
			Net Income		2,230.00
			Adjustments to reconcile Net Income		
			to net cash provided by operations:		
				Accounts Receivable	0.00
		Net cash provided by Operating Activities			2,230.00
	Net cash increase for period				2,230.00
	Cash at beginning of period				3,507.82
Cash at end of period					5,737.82

Exhibit C-6 "Credit Rating"

The organization has no credit rating.

Exhibit C-7 "Credit Report"

The organization possesses only a checking account and has not engaged in any transactions necessary to generate a credit report.

Exhibit C-8 "Bankruptcy Information"

Not applicable.

Exhibit C-9 "Merger Information"

Not applicable.

Exhibit D-1 "Operations"

SOAR Energy's business offices are co-located with the Ohio Environmental Council in Columbus, Ohio. A minimum of three personnel are generally available to handle customer telephone inquiries. Any queries that the office staff cannot address are referred to the cooperative President or to the General Manager of the Energy Cooperative of Ohio if the question involved natural gas service. SOAR Energy does not accept telephone enrollments for regulated services – natural gas and electric.

Office staff also monitors enrollments through and maintain the cooperative's website. Enrollments on the site are downloaded daily and processed no later than the 15th of each month for the natural gas aggregation program, per the terms of the LDC enrollment procedures. Enrollment for other services and purchases are processed daily.

Enrollments via mailed applications are also reviewed daily, with natural gas enrollments processed no later than the 15th of each month. Enrollments through the purchase of non-regulated services are processed daily.

The website is updated on the 20th of the month when the following month's natural gas price is set for each LDC. The website also contains the Code of Regulations, copies of the Terms and Conditions for all currently available contracts and services, and other information of interest to cooperative members. Members can contact the cooperative with questions directly through the website.

Beyond the complaint procedures required by PUCO regulations, the organization's Code of Regulations dictates additional complaint procedures available to resolve any problems a member of the cooperative may encounter. These include the ability to request a hearing before the Board of Directors. SOAR Energy has never had a member request such a hearing.

Members receiving natural gas service and wishing to leave the cooperative are required to provide 30 days notice. In practice, the cooperative will arrange for any member to drop service who provides notice prior to the 15th of the month, the date customer drops must be submitted to each LDC.

SOAR Energy maintains customer records. Duplicate copies of natural gas records are retained by the Energy Cooperative of Ohio.

Exhibit D-2 "Operations Expertise"

SOAR Energy is designed as a mechanism to make the expertise developed by Ohio Partners for Affordable Energy (OPAE), available to the residential, small commercial and other energy consumers. OPAE initially aggregated several of its members to shop for natural gas the first year the Columbia Gas of Ohio Choice® Program expanded system-wide. The next year, MERC began pulling together customer groups to participate in the Dominion East Ohio pilot program.

In 1998, OPAE obtained funding to assist public housing authorities in purchasing natural gas competitively under new rules issued by the Department of Housing and Urban Development (HUD). This effort evolved over the next three years into the creation of the Public Housing Authority Aggregation Consortium of Ohio (PHAACO), an organization that currently represents nine housing authorities that pool and bid their natural gas requirements. OPAE has also assisted a number of other nonprofits including the County Commissioners Association of Ohio, AARP, and Youngstown State University in evaluating and designing aggregation programs. Finally, OPAE has also created a handbook on aggregated purchasing with funding from the Joyce Foundation. The handbook has been widely distributed nationally and is available through the OPAE website (www.ohiopartners.org).

Initially, OPAE staff managed SOAR Energy internally under an agreement between the two Boards of Directors. In 2003, management of the day-to-day operations was transferred under a contract for one year with two additional option years to the Ohio Environmental Council (OEC), a larger organization better able to handle the volume of telephone inquiries and mail. OEC is one of the largest environmental organizations in Ohio, with over 3,000 individual and 200 organizational members. The organization includes a large direct mail operation, provides extensive membership services, manages and maintains a website which includes membership, sales and fundraising components, and acts as a fiscal agent for a number of small nonprofit and grassroots environmental organizations. OEC was recently recognized as one of the best managed nonprofits in the State of Ohio, with an extremely high percentage of contributions allocated directly to program activities. SOAR Energy has evolved to complement the environmental education and advocacy efforts of OEC by providing a market-based mechanism for environmentally-conscious consumers to purchase energy products and services.

Exhibit D-3 "Key Technical Personnel"

David C. Rinebolt

President

drinebolt@aol.com

419/425-8860

Mr. Rinebolt has over 23 years of experience in dealing with policy issues relating to human services, energy and natural resources. For the past 7 years, he has served as executive director and counsel to Ohio Partners for Affordable Energy (OPAE). In this capacity he has been actively involved in the evolution of competitive energy markets in Ohio. OPAE, and a sister organization, the Midwest Energy Research Center, have also worked with a variety of institutional nonprofits in developing purchasing aggregations and negotiating for competitive energy supplies. Finally, Mr. Rinebolt serves as President of the Energy Cooperative of Ohio, a natural gas marketer separately certified in Ohio.

Prior to starting with MERC, Mr. Rinebolt served as Director of Programs for the National Association of State Energy Officials. Rinebolt also worked for the Coalition of Northeastern Governors, managing the Northeast Regional Biomass Program, an effort designed to promote the use of biomass energy and served as Director of Research for the National Wood Energy Association and counsel to a number of renewable energy trade associations. He has published numerous articles on biomass energy including the first national survey of biomass use, as well as a number of papers regarding global climate change and the impact of biomass energy on greenhouse gas levels.

Mr. Rinebolt holds a Bachelor of Liberal Studies Degree from Bowling Green State University (May 1978) and a Juris Doctor Degree from the Columbus School of Law at the Catholic University of America (May 1981). He has also completed coursework at the Institute for Utility Studies at Michigan State University.

Sarah Hovanec

Administrative Manager

sarah@theoec.org

877-439-3706

Sarah joined the OEC staff in July 1999 after volunteering for the organization for over a year. Sarah is responsible for the management of all administrative efforts and assisting administrative staff in the development and maintenance of financial and information systems, office equipment and supplies, and the web site. She organizes the volunteer and intern program and oversees the contractual management of SOAR Energy. Sarah supports the Executive Director and Director of Development in fundraising and communication to donors. She organizes special events of the OEC and coordinates the

production of the OEC's newsletter and other program materials. Sarah has a B.A. in Dance from Otterbein College.

Pete Johnsen
Finance and Technology Manager
pjohnsen@theoec.org
877-439-3706

Pete joined the OEC staff in 1996 in his current capacity. He is responsible for OEC's financial and technology systems, including monthly financials, payables, payroll, systems networking and upgrades, database, web page, computer support, communications and internet operations and vendor agreements. He also provides these services for SOAR Energy. Johnsen is currently involved in the Columbus Computer Society, was a member of Alpha Phi Omega service fraternity, and helped start the Ohio University chapter of the National Geographic Professionals Society by serving as their first Treasurer. Pete holds a B.A. in Geography from Miami University and an M.S. in Environmental Sciences from Ohio University.

Kevin Smith
General Manager
Energy Cooperative of Ohio
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614-856-3599

Kevin joined Energy Cooperative of Ohio (ECO) in June 2002. As General Manager, he oversees the enrollment processes for both Columbia Gas of Ohio and Dominion East Ohio, day to day monitoring of ECO accounts, reporting data to customers and agents, and oversees the general operations of the cooperative. Prior to working at ECO he was an account manager at Volunteer Energy Services, Inc (1998-1999), First Energy Services (1999-2001) and again at Volunteer Energy Services, Inc. (2001-2002).