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Vorys, Sater, Seymour and Pease LLP
Legal Counsel

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Columbus, Ohio 43216-1008

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Founded 1909

Stephen M. Howard
Direct Dial (614) 464-5401
Direct Fax (614) 719-4772
Email smhoward@vorys.com

August 12, 2011

Ms. Betty McCauley, Secretary
Public Utilities Commission of Ohio
180 E. Broad St., 11th Floor
Columbus, OH 43215-3793

Re: Case No. 11-2914-HC-AIS
Youngstown Thermal, LLC / Youngstown Thermal Cooling, LLC
Documents Supporting July 21, 2011 Report of Joint Applicants


Dear Ms. McCauley:

In support of the July 21 Report of the Joint Applicants that was previously filed,
I am filing today signed copies of the following:

Youngstown Thermal, LLC Note (part of Exhibit B)
Youngstown Thermal Subscription Agreement (part of Exhibit B)
Redemption Agreement between Thermal Ventures II and Youngstown Thermal, LLC
Youngstown Thermal Cooling Note (part of Exhibit B)
Youngstown Thermal Cooling Subscription Agreement (part of Exhibit B)
Redemption Agreement between Thermal Ventures II and Youngstown Thermal Cooling

Thank you for your cooperation.

Sincerely yours,



Stephen M. Howard
Attorneys for the Joint Applicants

SMH/jaw

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document delivered in the regular course of business.
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Columbus | Washington | Cleveland | Cincinnati | Akron | Houston

Exhibit B-2

NOTE

\$2,475,000

Youngstown, OH.

June ____, 2011

FOR VALUE RECEIVED, the undersigned, **YOUNGSTOWN THERMAL, LLC.** (the "Borrower"), hereby promises to pay to the order of **YOUNGSTOWN THERMAL HOLDINGS, LLC**, an Ohio limited liability company (the "Lender"), the principal amount of **TWO MILLION FOUR HUNDRED SEVENTY FIVE DOLLARS** (\$2,475,000) *plus* (ii) **FIVE PERCENT (5%)** interest added to the principal balance of this Note.

The said principal and interest shall be due and payable to the Lender commencing on the first day of the month, and continuing on the 1st day of each and every month thereafter, for 48 consecutive months, until the principal and interest is paid in full.

The unpaid portion hereunder may be prepaid in whole or in part with no penalty or prepayment of interest beyond the date of any such payment as to amounts prepaid at anytime.

This Note may not be changed, modified or discharged in whole or in part, and no right or remedy of the Lender hereunder or under any other agreement may be waived except by written agreement signed by the Lender. Further, any such waiver shall be effective only in the specific instance for which such waive is given. The terms and provisions of this Note shall survive the payment, renewal, extension, cancellation or surrender of this Note.

Lender is hereby authorized, without further notice, to obtain the signatures of additional co-makers, to fill in any blank spaces in this Note, to date this Note as of the date when the loan is made and to correct patent errors therein. The undersigned agree that the delivery of this Note to the Lender by the undersigned is unconditional, and the liability is absolute and unconditional without regard to the liability of any other party. This Note may be returned as and when paid to the undersigned.

Lender may without any notice whatsoever to anyone, sell, assign or transfer all of said indebtedness, obligations and liabilities of Borrower or any part thereof. In that event, each and every successive assignee, transferee or Lender of all or any part of said indebtedness, obligation and liability shall have the right to enforce this Note by suit or otherwise for its own benefit as fully as if such assignee, transferee or Lender were herein by name specifically given such rights, powers and benefits; provided, however, that Lender shall continue to have an unimpaired right to enforce this Note for its benefit, as to so much of said indebtedness, obligations and liabilities that it has not sold, assigned or transferred.

Exhibit B-2

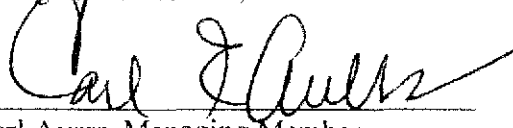
If any of the following events should occur with respect to the Maker: dissolution; the complete or partial liquidation or suspension of the Maker's usual business; filing of a voluntary or involuntary petition pursuant to Title 11 of the United States Code, as now constituted or hereafter amended; the application for or the appointment of a receiver, of person or property, assignment for the benefit of any creditors; entry of a judgment or issuance of a warrant of attachment or execution; filing or issuance of a notice of lien, or notice of levy for taxes; appointment of a committee of any creditors or a liquidating agent; calling of a meeting of any creditors; offer of a composition or extension to creditors; execution of a deed of trust; issuance of an injunction; assignment, mortgage, pledge of, or the giving of a security interest in, any accounts, contract rights or other property; then and in any such events, this Note shall immediately be due and payable, without notice or demand. Acceptance of payment of arrears shall not waive or affect any prior acceleration of this Note.

The undersigned does hereby authorize any attorney at law to appear for the maker hereof in an action on the above note at any time after said note becomes due in any court of record situated in the county where either of us then reside or in the county where he signed this warrant and being in the United States, to waive the issuing and service of process and confess a judgment in favor of the legal Lender of the above against him for the amount that may then be due thereon with interest at the rate therein mentioned and costs of suit and to waive and release all errors in said proceedings and the right of appear from the judgment rendered.

THIS NOTE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

WARNING-BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Youngstown Thermal, LLC.

By 
Carl Avers, Managing Member

SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of the 27 day of June, 2011, by and between YOUNGSTOWN THERMAL HOLDINGS, LLC, an Ohio limited liability company, (hereinafter referred to as the "Subscriber"), and YOUNGSTOWN THERMAL, LLC, an Ohio limited liability company, (hereinafter referred to as the "Company").

The Subscriber hereby subscribes for and agrees to purchase Nine Hundred Ninety (990) Preferred Membership Units, no par value, of the Company and agrees to pay Two Million Four Hundred Seventy Five Dollars (\$2,475,000) cash for such Units. Payment for the Preferred Membership Units accompanies this Subscription Agreement (hereinafter referred to as the "Agreement").

Each of the Preferred Units shall be entitled to receive, or have set apart for it from the net earnings or the surplus of the Company, cumulative dividends at the rate of Eight and Nine Tenths Percent (8.9%) per annum, beginning _____, payable monthly for Forty Eight (48) consecutive months, before any dividends shall be paid or set apart for the Common Membership Units. Any surplus or net earnings shall be applied as far as necessary to the payment of any deficiency in any dividend on the Preferred Units for the duration of this Agreement, and no dividends shall be paid to the Common Membership Units of the Company until there have been paid to, or set apart for the holders of the Preferred Units, the full Eight and Nine Tenths Percent (8.9%) per annum dividend on all the Preferred Units for each preceding period; but the holders of the Preferred Units shall in no event be entitled to any dividends in excess of the Eight and Nine Tenths Percent (8.9%) per annum payable as above and the arrears thereof.

Upon dissolution, insolvency, liquidation, or winding up of the Company, whether voluntary or involuntary, or upon any sale or other disposition of its property, any assets remaining for distribution after all of its regular indebtedness and liability, and its secured indebtedness to lending institutions is fully discharged, shall be distributed among the holders of the Preferred Units and of the Common Units of the Company according to the following order and manner.

First, the holders of the Preferred Units of the Company shall share equally and be entitled to be paid in full both the par value of their Units and all accrued unpaid dividends accumulated or accruing to that time before any amount shall be paid to the holders of the common units. If the assets of the Company are insufficient to pay the Preferred Units in full, then the assets shall be distributed pro rata, in cash or in kind at the Subscriber's election to the Preferred Units.

Second, after the payment in full of the par value of all the Preferred Units and the payment in full of all unpaid dividends accrued on the Preferred Units, then all remaining assets and funds of the company shall be paid to the holders of the Common Units equally and pro rata, according to their respective Units.

The Company, at the option of the Managing Members, may redeem the whole or any part of the Preferred Units then outstanding, at any time or from time to time at par value, plus any unpaid dividends that have accrued.

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio, without reference to principles governing choice of law.

The terms and provisions of this Agreement constitute the Agreement between the Subscriber and the Company, and all other members. The substance of this Agreement shall be paraphrased upon the face of all the Unit Certificates of the Company, and all of the terms, conditions, and agreements shall run with the Preferred and Common Units of the Company and shall be binding upon all assignee and holders of the Common Units of the Company at any time. This Subscriber's obligation to pay dividends shall terminate after Forty Nine (49) months from the date that it is executed. From that time, dividends, if any, may be paid in accordance with Subscriber's regulate practices.



Carl Avers
SUBSCRIBER

Subscription accepted and receipt
of Subscription Price acknowledged as
of this 24th day of June, 2011

YOUNGSTOWN THERMAL, LLC

BY 

REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (this "Agreement"), dated as of June 24, 2011, is made and entered into by and between Thermal Ventures II, L.P., a Delaware limited partnership ("Member"), and Youngstown Thermal, LLC, an Ohio limited liability company ("Company").

RECITALS

WHEREAS, Member currently owns 99.996633% of the membership interests of Company (the "Redeemed Interests"); and

WHEREAS, Member desires to transfer, and Company desires to redeem the Redeemed Interests from Member on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Redemption. Subject to the terms and conditions of this Agreement, effective as of 12:01 a.m. on the date hereof, Member hereby sells, transfers and assigns to Company and Company hereby redeems and accepts from Member, all of Member's right, title and interest in and to the Redeemed Interests free and clear of all liens and encumbrances.

2. Redemption Price and Payment. The redemption price for the Redeemed Interests shall be \$2,970,000 (the "Redemption Price"), which amount Company shall deliver to Member simultaneously with Company's execution and delivery of this Agreement by wire transfer of immediately available funds to an account designated in writing by Member.

3. Assignment. Upon execution of this Agreement, Member shall execute and deliver to Company an instrument of assignment in the form attached hereto as Exhibit A.

4. Representations and Warranties.

(a) Of Member.

(i) Organization and Qualification. Member is a limited partnership validly existing and in good standing under the laws of the State of Delaware.

(ii) Power. Member has full power, legal right and authority to enter into, execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(iii) Valid and Binding Agreement. This Agreement is a valid and binding obligation of Member, enforceable against Member in accordance with its terms.

(iv) Title. Upon transfer of the Redeemed Interests to Company pursuant to this Agreement, Company will own legally and beneficially, the Redeemed Interests, in each case, free and clear of all liens and encumbrances by,

through or under Member. There are no outstanding or authorized options, warrants, purchase rights, rights of first refusal, subscription rights, conversion rights, exchange rights or other contracts, commitments, equities, claims, or demands that could require Member to sell, transfer or otherwise dispose of the Redeemed Interests (other than this Agreement).

(v) Execution and Delivery of Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, will not violate any agreement to which Member is a party or result in the breach of any agreement to which Member is a party or by which Member is bound.

(vi) Third-Party Consents. No registration, qualification, notice, consent, approval or authorization to, with or from any Person (including any governmental authority) is necessary in connection with the execution, delivery and performance of this Agreement by Member or for the consummation by Member of the transactions contemplated by this Agreement. As used in this Agreement, the term "Person" means any individual, partnership, limited liability company, joint venture, corporation, trust or unincorporated organization.

(b) Of Company.

(i) Organization and Qualification. Company is a limited liability company validly existing and in good standing under the laws of the State of Ohio.

(ii) Power. Company has full power, legal right and authority to enter into, execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(iii) Valid and Binding Agreement. This Agreement is a valid and binding obligation of Company, enforceable against Company in accordance with its terms.

(iv) Execution and Delivery of Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, will not violate any agreement to which Company is a party or result in the breach of any agreement to which Company is a party or by which Company is bound.

(v) Third-Party Consents. No registration, qualification, notice, consent, approval or authorization to, with or from any Person (including any governmental authority) is necessary in connection with the execution, delivery and performance of this Agreement by Company or for the consummation by Company of the transactions contemplated by this Agreement.

5. Indemnification.

(a) By Member. Subject to the limitations set forth elsewhere in this Section 5, after the date hereof, Member agrees to indemnify and hold harmless Company

and its directors, officers, employees, affiliates, successors, assigns and representatives from and against any and all Losses (as defined below) incurred by any of the foregoing directly resulting from (1) any breach of a representation or warranty made by Member in this Agreement or (2) any breach by Member of, or default in the performance by Member of, any covenant or agreement to be performed by Member pursuant to this Agreement.

(b) By Company. Subject to the limitations set forth elsewhere in this Section 5, after the date hereof, Company hereby agrees to indemnify and hold harmless Member and its partners, directors, officers, employees, affiliates, successors, assigns and Representatives from and against any and all Losses incurred by any of the foregoing directly resulting from (1) any breach of a representation or warranty made by Company in this Agreement, (2) any breach by Company of, or default in the performance by Company of, any covenant or agreement to be performed by Company pursuant to this Agreement or (3) any claim brought by a third party relating to Company after the date hereof.

(c) Limitations.

(i) Prior Knowledge. Notwithstanding anything in this Agreement to the contrary, in no event shall Member or any of its affiliates have any liability for, or be subject to damages relating to, any breach of a representation, warranty or covenant by Member of which Youngstown Thermal Holdings, LLC ("YTH") had knowledge prior to the date hereof. For purposes of this subsection, the information and documents disclosed by Member, Company or any of their respective affiliates or representatives to YTH or any of the representatives of YTH in the course of YTH's due diligence of Company and the content of such documents are deemed to be known to YTH.

(ii) Survival. No party shall make or bring any claim subsequent to the six-month anniversary of the date hereof for indemnification relating to or pursuant to the representations, warranties, agreements or covenants in this Agreement or in any instrument delivered pursuant to this Agreement; provided, however that the agreements and covenants of either party that by their terms contemplate performance after the date hereof shall survive in accordance with their respective terms.

(iii) Thresholds. Member will not have any indemnification obligations for Losses under Section 5(a) (A) for any individual item, single item or group of related items where the Loss relating thereto is less than \$10,000 and (B) in respect of each individual item or group of related items where the Loss relating thereto is equal to or greater than \$10,000, unless the aggregate amount of all such Losses exceeds 2% of the Redemption Price and then only to the extent of such excess.

(iv) Maximum Liability. In no event shall Member's aggregate liability arising out of or relating to this Agreement, whether relating to breach of representation and warranty, covenant, agreement or obligation and whether based on contract, tort, strict liability, other laws or otherwise, exceed 10% of the Redemption Price; and

(v) Mitigation. The parties shall have a duty to mitigate any Loss as to which an indemnity applies hereunder.

(vi) Waiver of Remedies. The parties hereby agree to limit their recourse for all matters, and not make any claim or demand for any Loss or other matter, under, relating to or arising out of this Agreement or any other document, agreement, certificate or other matter delivered pursuant hereto, whether based on contract, tort, strict liability, other Laws or otherwise, except (1) for claims for indemnification pursuant to this Section 5 or (2) for fraudulent breaches of this Agreement.

(vii) Damages Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT ("Non-Reimbursable Damages").

(viii) No Personal Liability. Notwithstanding anything to the contrary contained in this Agreement, no representative or affiliate of Member shall have any personal liability to Company or any other person or entity as a result of the breach of any representation, warranty, covenant or agreement of Member contained herein and no representative or affiliate of Company shall have any personal liability to Member or any other person or entity as a result of the breach of any representation, warranty, covenant or agreement of Company contained herein.

(d) Waiver of Other Representations and Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT NEITHER MEMBER NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE REDEEMED INTERESTS, EXCEPT THOSE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4(a). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE REDEEMED INTERESTS ARE BEING TRANSFERRED "AS IS, WHERE IS, WITH ALL FAULTS."

(e) Certain Definitions. For purposes of this Agreement, "Loss" means any and all judgments, liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, losses and expenses (including interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment), but only to the extent such losses are not covered by a payment from some third party or by insurance or otherwise recoverable from third parties and are net of any associated benefits arising in connection with such Loss, including any

associated tax benefits. For all purposes in this Agreement the term "Losses" does not include any Non-Reimbursable Damages.

6. Miscellaneous.

(a) Recording of Redemption. Upon consummation of the transactions contemplated by this Agreement, Company shall record this redemption on the books of the Company.

(b) Modification of Operating Agreement. Company and its members shall amend and modify the Limited Liability Company Agreement of Company to the extent necessary to reflect the redemption described herein. All other terms and conditions of such Limited Liability Company Agreement of Company shall remain in full force and effect.

(c) Transaction Expenses. Except as otherwise expressly set forth herein, each party hereto agrees to pay all of its respective costs, expenses and fees incurred in connection with this Agreement, including without limitation, the fees and expenses of its counsel and/or special counsel.

(d) Notices. Any notices, requests, demands and other communications under this Agreement shall be deemed given if delivered personally or by facsimile transmission, telexed or mailed by overnight courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof):

If to Member, to:

Thermal Ventures II, L.P.
236 North Champion St.
Youngstown, OH 44503
Facsimile No.: 330-747-5626
Attn: Jeff Bees

If to Company, to:

Youngstown Thermal, LLC
c/o Youngstown Thermal Holdings, LLC
220 Division Street
Youngstown, OH 44510
Facsimile No.: 866-250-3036
Attn: Carl E. Avers

(e) Entire Agreement; Conflict. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter set forth herein and supersedes any and all other understandings, contracts or agreements, oral or written, between the parties with respect to the subject matters of this Agreement.

(f) Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties as nearly as may be possible, and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(g) Succession; No Third Party Beneficiaries; Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise set forth herein, this Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or given to any other third party any remedy, claim, liability, reimbursement, cause of action or other right. Neither party may assign this Agreement or its rights under this Agreement without the express written consent of the other party and any such assignment without consent shall be void.

(h) Governing Law; Forum.

(i) This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(ii) ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED EXCLUSIVELY IN ANY FEDERAL COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR ANY STATE COURT LOCATED IN NEW YORK COUNTY, STATE OF NEW YORK. THE AFOREMENTIONED CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, THEREBY PRECLUDING THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO OR ARISING OUT OF THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS PARAGRAPH. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH, AND STIPULATES THAT ANY FEDERAL COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR ANY STATE COURT LOCATED IN NEW YORK COUNTY, STATE OF NEW YORK SHALL HAVE IN PERSONAM JURISDICTION OVER EACH OF THEM FOR THE PURPOSE OF LITIGATING ANY SUCH DISPUTE, CONTROVERSY, OR PROCEEDING.

(i) Conflicts and Privilege. Member and Company agree that, notwithstanding any current or prior representation of any of Company by Foley & Lardner LLP or Vorys, Sater, Seymour and Pease LLP ("Seller Counsel"), all Seller Counsel shall be

allowed to represent Member, or any of its affiliates in all matters and disputes (or any other matter), including in any matter or dispute adverse to Company and its members (other than Member) and affiliates that either is existing on the date hereof or that arises in the future and relates to this Agreement and the transactions contemplated hereby and Company, on its own behalf and on behalf of each of its members (other than Member) and affiliates, hereby (i) waives any claim Company, its members (other than Member) and/or affiliates have or may have that any Seller Counsel has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agrees that, in the event that a dispute arises after the date hereof between Company, its members (other than Member) and/or affiliates, on the one hand, and Member or any of its affiliates, on the other hand, each Seller Counsel may represent such Member and/or its affiliates in such dispute even though the interests thereof may be directly adverse to Company, its members (other than Member) and/or affiliates and even though such Seller Counsel may have represented Company, its members (other than Member) and/or affiliates in a matter substantially related to such dispute, or may be handling ongoing matters for Company, its members (other than Member) and/or affiliates. Company, on its own behalf and on behalf its members (other than Member) and affiliates, also further agrees that, as to all communications among any Seller Counsel and Company, its members (other than Member) and/or affiliates on the one hand, or Member and its affiliates on the other hand, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege and the expectation of client confidence belongs to Member and may be controlled by Member and shall not pass to or be claimed by Company, its members (other than Member) and/or affiliates. Notwithstanding the foregoing, in the event that a dispute arises between Company, its members (other than Member) and/or affiliates and a third party other than a party to this Agreement after the date hereof, Company may assert the attorney-client privilege to prevent disclosure of confidential communications by any Seller Counsel to such third party; provided, however, that Company may not waive such privilege without the prior written consent of Member.

(j) Headings. The headings used herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each complete set of which when so executed and delivered by such parties, shall be original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile signature.

[The next page is the signature page.]

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

"Company"

YOUNGSTOWN THERMAL, LLC

By: Jeffrey P. Bees
Name: JEFFREY P BEES
Title: PRESIDENT

"Member"

THERMAL VENTURES II, L.P.

By: Yorktown Thermal GP, Inc., its general partner

By: Jeffrey P. Bees
Name: JEFFREY P BEES
Title: PRESIDENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, Thermal Ventures II, L.P., a Delaware limited partnership ("Member"), hereby assigns and transfers unto Youngstown Thermal, LLC, an Ohio limited liability company ("Company"), all of its right, title and interest in and to all of the membership interests of Company held by Member (the "Membership Interests"). Such Membership Interests are transferred pursuant to the terms of that certain Redemption Agreement, dated the date hereof (the "Agreement"), between Member and Company. In the event of any conflict between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall prevail.

Dated as of June ____, 2011.

THERMAL VENTURES II, L.P.

By: Yorktown Thermal GP, Inc., its general partner

By: _____
Name: _____
Title: _____

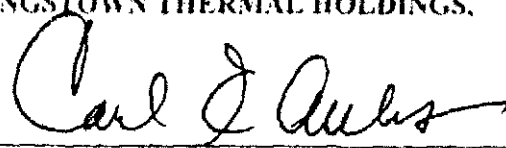
The undersigned, on behalf of Company, hereby accepts the foregoing Assignment as of the date first above written.

YOUNGSTOWN THERMAL, LLC

By: _____
Name: _____
Title: _____

The undersigned, being the only other member of Company, hereby accepts the foregoing Assignment as of the date first above written.

YOUNGSTOWN THERMAL HOLDINGS, LLC

By:  _____
Name: Carl E. Avers
Title: Chairman and CEO

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, Thermal Ventures II, L.P., a Delaware limited partnership ("Member"), hereby assigns and transfers unto Youngstown Thermal, LLC, an Ohio limited liability company ("Company"), all of its right, title and interest in and to all of the membership interests of Company held by Member (the "Membership Interests"). Such Membership Interests are transferred pursuant to the terms of that certain Redemption Agreement, dated the date hereof (the "Agreement"), between Member and Company. In the event of any conflict between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall prevail.

Dated as of June 21, 2011.

THERMAL VENTURES II, L.P.

By: Yorktown Thermal GP, Inc., its general partner

By: Jeffrey P. Bess
Name: JEFFREY P. BESS
Title: President

The undersigned, on behalf of Company, hereby accepts the foregoing Assignment as of the date first above written.

YOUNGSTOWN THERMAL, LLC

By: Jeffrey P. Bess
Name: JEFFREY P. BESS
Title: President

The undersigned, being the only other member of Company, hereby accepts the foregoing Assignment as of the date first above written.

YOUNGSTOWN THERMAL HOLDINGS, LLC

By: Carl E. Avers
Name: Carl E. Avers
Title: Chairman and CEO

Exhibit B-2

NOTE

\$25,000

Youngstown, OH.

June ____, 2011

FOR VALUE RECEIVED, the undersigned, **YOUNGSTOWN THERMAL COOLING, LLC**, an Ohio limited liability company (the "Borrower"), hereby promises to pay to the order of **YOUNGSTOWN THERMAL HOLDINGS, LLC**, an Ohio limited liability company (the "Lender"), the principal amount of **TWENTY FIVE THOUSAND DOLLARS (\$25,000) *plus*** (ii) **FIVE PERCENT (5%)** interest added to the principal balance of this Note.

The said principal and interest shall be due and payable to the Lender commencing on the first day of the month, and continuing on the 1st day of each and every month thereafter, for 48 consecutive months, until the principal and interest is paid in full.

The unpaid portion hereunder may be prepaid in whole or in part with no penalty or prepayment of interest beyond the date of any such payment as to amounts prepaid at anytime.

This Note may not be changed, modified or discharged in whole or in part, and no right or remedy of the Lender hereunder or under any other agreement may be waived except by written agreement signed by the Lender. Further, any such waiver shall be effective only in the specific instance for which such waive is given. The terms and provisions of this Note shall survive the payment, renewal, extension, cancellation or surrender of this Note.

Lender is hereby authorized, without further notice, to obtain the signatures of additional co-makers, to fill in any blank spaces in this Note, to date this Note as of the date when the loan is made and to correct patent errors therein. The undersigned agree that the delivery of this Note to the Lender by the undersigned is unconditional, and the liability is absolute and unconditional without regard to the liability of any other party. This Note may be returned as and when paid to the undersigned.

Lender may without any notice whatsoever to anyone, sell, assign or transfer all of said indebtedness, obligations and liabilities of Borrower or any part thereof. In that event, each and every successive assignee, transferee or Lender of all or any part of said indebtedness, obligation and liability shall have the right to enforce this Note by suit or otherwise for its own benefit as fully as if such assignee, transferee or Lender were herein by name specifically given such rights, powers and benefits; provided, however, that Lender shall continue to have an unimpaired right to enforce this Note for its benefit, as to so much of said indebtedness, obligations and liabilities that it has not sold, assigned or transferred.

Exhibit B-2

If any of the following events should occur with respect to the Maker: dissolution; the complete or partial liquidation or suspension of the Maker's usual business; filing of a voluntary or involuntary petition pursuant to Title 11 of the United States Code, as now constituted or hereafter amended; the application for or the appointment of a receiver, of person or property; assignment for the benefit of any creditors; entry of a judgment or issuance of a warrant of attachment or execution; filing or issuance of a notice of lien, or notice of levy for taxes; appointment of a committee of any creditors or a liquidating agent; calling of a meeting of any creditors; offer of a composition or extension to creditors; execution of a deed of trust; issuance of an injunction; assignment, mortgage, pledge of, or the giving of a security interest in, any accounts, contract rights or other property; then and in any such events, this Note shall immediately be due and payable, without notice or demand. Acceptance of payment of arrears shall not waive or affect any prior acceleration of this Note.

The undersigned does hereby authorize any attorney at law to appear for the maker hereof in an action on the above note at any time after said note becomes due in any court of record situated in the county where either of us then reside or in the county where he signed this warrant and being in the United States, to waive the issuing and service of process and confess a judgment in favor of the legal lender of the above against him for the amount that may then be due thereon with interest at the rate therein mentioned and costs of suit and to waive and release all errors in said proceedings and the right of appeal from the judgment rendered.

THIS NOTE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

WARNING-BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Youngstown Thermal Cooling, LLC
By 
Carl Avers, Managing Member

SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of the 24 day of June, 2011, by and between YOUNGSTOWN THERMAL HOLDINGS, LLC, an Ohio limited liability company, (hereinafter referred to as the "Subscriber"), and YOUNGSTOWN THERMAL COOLING, LLC, an Ohio limited liability company, (hereinafter referred to as the "Company").

The Subscriber hereby subscribes for and agrees to purchase Ninety (90) Preferred Membership Units, no par value, of the Company and agrees to pay Twenty Five Thousand Dollars (\$25,000) cash for such Units. Payment for the Preferred Membership Units acCompany this Subscription Agreement (hereinafter referred to as the "Agreement").

Each of the Preferred Units shall be entitled to receive, or have set apart for it from the net earnings or the surplus of the Company, cumulative dividends at the rate of Eight and Nine Tenths Percent (8.9%) per annum, beginning _____, payable monthly for Forty Eight (48) consecutive months, before any dividends shall be paid or set apart for the Common Membership Units. Any surplus or net earnings shall be applied as far as necessary to the payment of any deficiency in any dividend on the Preferred Units for the duration of this Agreement, and no dividends shall be paid to the Common Membership Units of the Company until there have been paid to, or set apart for the holders of the Preferred Units, the full Eight and Nine Tenths Percent (8.9%) per annum dividend on all the Preferred Units for each preceding period; but the holders of the Preferred Units shall in no event be entitled to any dividends in excess of the Eight and Nine Tenths Percent (8.9%) per annum payable as above and the arrears thereof.

Upon dissolution, insolvency, liquidation, or winding up of the Company, whether voluntary or involuntary, or upon any sale or other disposition of its property, any assets remaining for distribution after all of its regular indebtedness and liability, and its secured indebtedness to lending institutions is fully discharged, shall be distributed among the holders of the Preferred Units and of the Common Units of the Company according to the following order and manner.

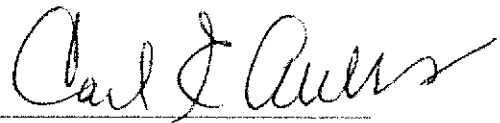
First, the holders of the Preferred Units of the Company shall share equally and be entitled to be paid in full both the par value of their Units and all accrued unpaid dividends accumulated or accruing to that time before any amount shall be paid to the holders of the common units. If the assets of the Company are insufficient to pay the Preferred Units in full, then the assets shall be distributed pro rata, in cash or in kind at the Subscriber's election to the Preferred Units.

Second, after the payment in full of the par value of all the Preferred Units and the payment in full of all unpaid dividends accrued on the Preferred Units, then all remaining assets and funds of the company shall be paid to the holders of the Common Units equally and pro rata, according to their respective Units.

The Company, at the option of the Managing Members, may redeem the whole or any part of the Preferred Units then outstanding, at any time or from time to time at par value, plus any unpaid dividends that have accrued.

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Ohio, without reference to principles governing choice of law.

The terms and provisions of this Agreement constitute the Agreement between the Subscriber and the Company, and all other members. The substance of this Agreement shall be paraphrased upon the face of all the Unit Certificates of the Company, and all of the terms, conditions, and agreements shall run with the Preferred and Common Units of the Company and shall be binding upon all assignee and holders of the Common Units of the Company at any time. This Subscriber's obligation to pay dividends shall terminate after Forty Nine (49) months from the date that it is executed. From that time, dividends, if any, may be paid in accordance with Subscriber's regulate practices.



Carl Avers
SUBSCRIBER

Subscription accepted and receipt
of Subscription Price acknowledged as
of this 24th day of June, 2011

YOUNGSTOWN THERMAL, LLC

BY



REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (this "Agreement"), dated as of June 24, 2011, is made and entered into by and between Thermal Ventures II, L.P., a Delaware limited partnership ("Member"), and Youngstown Thermal Cooling, LLC, an Ohio limited liability company ("Company").

RECITALS

WHEREAS, Member currently owns 99.67% of the membership interests of Company (the "Redeemed Interests"); and

WHEREAS, Member desires to transfer, and Company desires to redeem the Redeemed Interests from Member on the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Redemption. Subject to the terms and conditions of this Agreement, effective as of 12.01 a.m. on the date hereof, Member hereby sells, transfers and assigns to Company and Company hereby redeems and accepts from Member, all of Member's right, title and interest in and to the Redeemed Interests free and clear of all liens and encumbrances.

2. Redemption Price and Payment. The redemption price for the Redeemed Interests shall be \$30,000 (the "Redemption Price"), which amount Company shall deliver to Member simultaneously with Company's execution and delivery of this Agreement by wire transfer of immediately available funds to an account designated in writing by Member.

3. Assignment. Upon execution of this Agreement, Member shall execute and deliver to Company an instrument of assignment in the form attached hereto as Exhibit A.

4. Representations and Warranties.

(a) Of Member.

(i) Organization and Qualification. Member is a limited partnership validly existing and in good standing under the laws of the State of Delaware.

(ii) Power. Member has full power, legal right and authority to enter into, execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(iii) Valid and Binding Agreement. This Agreement is a valid and binding obligation of Member, enforceable against Member in accordance with its terms.

(iv) Title. Upon transfer of the Redeemed Interests to Company pursuant to this Agreement, Company will own legally and beneficially, the

Redeemed Interests, in each case, free and clear of all liens and encumbrances by, through or under Member. There are no outstanding or authorized options, warrants, purchase rights, rights of first refusal, subscription rights, conversion rights, exchange rights or other contracts, commitments, equities, claims, or demands that could require Member to sell, transfer or otherwise dispose of the Redeemed Interests (other than this Agreement).

(v) Execution and Delivery of Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, will not violate any agreement to which Member is a party or result in the breach of any agreement to which Member is a party or by which Member is bound.

(vi) Third-Party Consents. No registration, qualification, notice, consent, approval or authorization to, with or from any Person (including any governmental authority) is necessary in connection with the execution, delivery and performance of this Agreement by Member or for the consummation by Member of the transactions contemplated by this Agreement. As used in this Agreement, the term "Person" means any individual, partnership, limited liability company, joint venture, corporation, trust or unincorporated organization.

(b) Of Company.

(i) Organization and Qualification. Company is a limited liability company validly existing and in good standing under the laws of the State of Ohio.

(ii) Power. Company has full power, legal right and authority to enter into, execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(iii) Valid and Binding Agreement. This Agreement is a valid and binding obligation of Company, enforceable against Company in accordance with its terms.

(iv) Execution and Delivery of Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, will not violate any agreement to which Company is a party or result in the breach of any agreement to which Company is a party or by which Company is bound.

(v) Third-Party Consents. No registration, qualification, notice, consent, approval or authorization to, with or from any Person (including any governmental authority) is necessary in connection with the execution, delivery and performance of this Agreement by Company or for the consummation by Company of the transactions contemplated by this Agreement.

5. Indemnification.

(a) By Member. Subject to the limitations set forth elsewhere in this Section 5, after the date hereof, Member agrees to indemnify and hold harmless Company and its directors, officers, employees, affiliates, successors, assigns and representatives from and against any and all Losses (as defined below) incurred by any of the foregoing directly resulting from (1) any breach of a representation or warranty made by Member in this Agreement or (2) any breach by Member of, or default in the performance by Member of, any covenant or agreement to be performed by Member pursuant to this Agreement.

(b) By Company. Subject to the limitations set forth elsewhere in this Section 5, after the date hereof, Company hereby agrees to indemnify and hold harmless Member and its partners, directors, officers, employees, affiliates, successors, assigns and representatives from and against any and all Losses incurred by any of the foregoing directly resulting from (1) any breach of a representation or warranty made by Company in this Agreement, (2) any breach by Company of, or default in the performance by Company of, any covenant or agreement to be performed by Company pursuant to this Agreement or (3) any claim brought by a third party relating to Company after the date hereof.

(c) Limitations.

(i) Prior Knowledge. Notwithstanding anything in this Agreement to the contrary, in no event shall Member or any of its affiliates have any liability for, or be subject to damages relating to, any breach of a representation, warranty or covenant by Member of which Youngstown Thermal Holdings, LLC ("YTH") had knowledge prior to the date hereof. For purposes of this subsection, the information and documents disclosed by Member, Company or any of their respective affiliates or representatives to YTH or any of the representatives of YTH in the course of YTH's due diligence of Company and the content of such documents are deemed to be known to YTH.

(ii) Survival. No party shall make or bring any claim subsequent to the six-month anniversary of the date hereof for indemnification relating to or pursuant to the representations, warranties, agreements or covenants in this Agreement or in any instrument delivered pursuant to this Agreement; provided, however that the agreements and covenants of either party that by their terms contemplate performance after the date hereof shall survive in accordance with their respective terms.

(iii) Thresholds. Member will not have any indemnification obligations for Losses under Section 5(a) (A) for any individual item, single item or group of related items where the Loss relating thereto is less than \$10,000 and (B) in respect of each individual item or group of related items where the Loss relating thereto is equal to or greater than \$10,000, unless the aggregate amount of all such Losses exceeds 2% of the Redemption Price and then only to the extent of such excess.

(iv) Maximum Liability. In no event shall Member's aggregate liability arising out of or relating to this Agreement, whether relating to breach of

representation and warranty, covenant, agreement or obligation and whether based on contract, tort, strict liability, other laws or otherwise, exceed 10% of the Redemption Price, and

(v) Mitigation. The parties shall have a duty to mitigate any Loss as to which an indemnity applies hereunder.

(vi) Waiver of Remedies. The parties hereby agree to limit their recourse for all matters, and not make any claim or demand for any Loss or other matter, under, relating to or arising out of this Agreement or any other document, agreement, certificate or other matter delivered pursuant hereto, whether based on contract, tort, strict liability, other Laws or otherwise, except (1) for claims for indemnification pursuant to this Section 5 or (2) for fraudulent breaches of this Agreement.

(vii) Damages Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT ("Non-Reimbursable Damages").

(viii) No Personal Liability. Notwithstanding anything to the contrary contained in this Agreement, no representative or affiliate of Member shall have any personal liability to Company or any other person or entity as a result of the breach of any representation, warranty, covenant or agreement of Member contained herein and no representative or affiliate of Company shall have any personal liability to Member or any other person or entity as a result of the breach of any representation, warranty, covenant or agreement of Company contained herein.

(d) Waiver of Other Representations and Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT NEITHER MEMBER NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE REDEEMED INTERESTS, EXCEPT THOSE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4(a). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE REDEEMED INTERESTS ARE BEING TRANSFERRED "AS IS, WHERE IS, WITH ALL FAULTS."

(e) Certain Definitions. For purposes of this Agreement, "Loss" means any and all judgments, liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, losses and expenses (including interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings

or of any claim, default or assessment), but only to the extent such losses are not covered by a payment from some third party or by insurance or otherwise recoverable from third parties and are net of any associated benefits arising in connection with such Loss, including any associated tax benefits. For all purposes in this Agreement the term "Losses" does not include any Non-Reimbursable Damages.

6. Miscellaneous.

(a) Recording of Redemption. Upon consummation of the transactions contemplated by this Agreement, Company shall record this redemption on the books of the Company

(b) Modification of Operating Agreement. Company and its members shall amend and modify the Limited Liability Company Agreement of Company to the extent necessary to reflect the redemption described herein. All other terms and conditions of such Limited Liability Company Agreement of Company shall remain in full force and effect.

(c) Transaction Expenses. Except as otherwise expressly set forth herein, each party hereto agrees to pay all of its respective costs, expenses and fees incurred in connection with this Agreement, including without limitation, the fees and expenses of its counsel and or special counsel.

(d) Notices. Any notices, requests, demands and other communications under this Agreement shall be deemed given if delivered personally or by facsimile transmission, telexed or mailed by overnight courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof):

If to Member, to:

Thermal Ventures II, L.P.
236 North Champion St.
Youngstown, OH 44503
Facsimile No.: 330-747-5626
Attn: Jeff Bees

If to Company, to:

Youngstown Thermal Cooling, LLC
c/o Youngstown Thermal Holdings, LLC
220 Division Street
Youngstown, OH 44510
Facsimile No.: 866-250-3036
Attn: Carl E. Avers

(e) Entire Agreement; Conflict. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter set forth herein and

supersedes any and all other understandings, contracts or agreements, oral or written, between the parties with respect of the subject matters of this Agreement.

(f) Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties as nearly as may be possible, and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(g) Succession; No Third Party Beneficiaries; Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise set forth herein, this Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or given to any other third party any remedy, claim, liability, reimbursement, cause of action or other right. Neither party may assign this Agreement or its rights under this Agreement without the express written consent of the other party and any such assignment without consent shall be void.

(h) Governing Law; Forum.

(i) This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(ii) ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED EXCLUSIVELY IN ANY FEDERAL COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR ANY STATE COURT LOCATED IN NEW YORK COUNTY, STATE OF NEW YORK. THE AFOREMENTIONED CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, THEREBY PRECLUDING THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO OR ARISING OUT OF THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS PARAGRAPH. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH, AND STIPULATES THAT ANY FEDERAL COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR ANY STATE COURT LOCATED IN NEW YORK COUNTY, STATE OF NEW YORK SHALL HAVE IN PERSONAM JURISDICTION OVER EACH OF THEM FOR THE PURPOSE OF LITIGATING ANY SUCH DISPUTE, CONTROVERSY, OR PROCEEDING.

(i) Conflicts and Privilege. Member and Company agree that, notwithstanding any current or prior representation of any of Company by Foley & Lardner LLP or Vorys, Sater, Seymour and Pease LLP ("Seller Counsel"), all Seller Counsel shall be allowed to represent Member, or any of its affiliates in all matters and disputes (or any other matter), including in any matter or dispute adverse to Company and its members (other than Member) and affiliates that either is existing on the date hereof or that arises in the future and relates to this Agreement and the transactions contemplated hereby and Company, on its own behalf and on behalf of each of its members (other than Member) and affiliates, hereby (i) waives any claim Company, its members (other than Member) and/or affiliates have or may have that any Seller Counsel has a conflict of interest or is otherwise prohibited from engaging in such representation and (ii) agrees that, in the event that a dispute arises after the date hereof between Company, its members (other than Member) and/or affiliates, on the one hand, and Member or any of its affiliates, on the other hand, each Seller Counsel may represent such Member and/or its affiliates in such dispute even though the interests thereof may be directly adverse to Company, its members (other than Member) and/or affiliates and even though such Seller Counsel may have represented Company, its members (other than Member) and/or affiliates in a matter substantially related to such dispute, or may be handling ongoing matters for Company, its members (other than Member) and/or affiliates. Company, on its own behalf and on behalf its members (other than Member) and affiliates, also further agrees that, as to all communications among any Seller Counsel and Company, its members (other than Member) and/or affiliates on the one hand, or Member and its affiliates on the other hand, that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege and the expectation of client confidence belongs to Member and may be controlled by Member and shall not pass to or be claimed by Company, its members (other than Member) and/or affiliates. Notwithstanding the foregoing, in the event that a dispute arises between Company, its members (other than Member) and/or affiliates and a third party other than a party to this Agreement after the date hereof, Company may assert the attorney-client privilege to prevent disclosure of confidential communications by any Seller Counsel to such third party; provided, however, that Company may not waive such privilege without the prior written consent of Member.

(j) Headings. The headings used herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Counterparts, Facsimile Signatures. This Agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each complete set of which when so executed and delivered by such parties, shall be original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile signature.

[The next page is the signature page.]

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

"Company"

**YOUNGSTOWN THERMAL
COOLING, LLC**

By: Jeffrey P. Bees
Name: JEFFREY P. BEES
Title: PRESIDENT

"Member"

THERMAL VENTURES II, L.P.

By: Yorktown Thermal GP, Inc., its general partner

By: Jeffrey P. Bees
Name: JEFFREY P. BEES
Title: PRESIDENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, Thermal Ventures II, L.P., a Delaware limited partnership ("Member"), hereby assigns and transfers unto Youngstown Thermal Cooling, LLC, an Ohio limited liability company ("Company"), all of its right, title and interest in and to all of the membership interests of Company held by Member (the "Membership Interests"). Such Membership Interests are transferred pursuant to the terms of that certain Redemption Agreement, dated the date hereof (the "Agreement"), between Member and Company. In the event of any conflict between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall prevail.

Dated as of June 20, 2011.

THERMAL VENTURES II, L.P.

By: Yorktown Thermal GP, Inc., its general partner

By: Jeffrey P. Bees
Name: JEFFREY P. BEES
Title: PRESIDENT

The undersigned, on behalf of Company, hereby accepts the foregoing Assignment as of the date first above written.

YOUNGSTOWN THERMAL COOLING, LLC

By: Jeffrey P. Bees
Name: JEFFREY P. BEES
Title: PRESIDENT

The undersigned, being the only other member of Company, hereby accepts the foregoing Assignment as of the date first above written.

YOUNGSTOWN THERMAL HOLDINGS, LLC

By: Carl E. Avers
Name: Carl E. Avers
Title: Chairman and CEO