

FILE

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

RECEIVED-DOCKETING DIV

2009 MAY 18 PM 2: 26

IN THE MATTER OF THE :
APPLICATION OF AKRON :
THERMAL, LIMITED :
PARTNERSHIP FOR AUTHORITY :
TO ISSUE THREE (3) PROMISSORY :
LONG-TERM NOTES :

PUCO
CASE NO. 09-414-HT-AIS

**APPLICATION FOR AUTHORITY TO ISSUE
THREE (3) PROMISSORY LONG-TERM NOTES**

Now comes the Applicant, Akron Thermal, Limited Partnership ("Akron Thermal" or the "Applicant"), which files this application pursuant to Sections 4905.40-.42, Revised Code for authority to issue three promissory long-term notes in the initial principal amounts of \$2,060,000, \$1,350,000 and \$250,000.

In support of its application, Akron Thermal respectfully states as follows:

1. It is a limited partnership duly organized and existing under the laws of the State of Delaware and is authorized to engage in the business of providing steam and hot water through pipes or tubing to consumers within the central business district in downtown Akron, Ohio. The Applicant's limited partner is Thermal Ventures II, L.P., a Delaware limited partnership; its general partner is Opportunity Parkway, LLC, an Ohio limited liability company.

2. Akron Thermal is a public utility as defined in Sections 4905.02 and 4905.03(A)(9), Revised Code, and is regulated by and is subject to the jurisdiction of the Public Utilities Commission of Ohio ("the Commission"). Akron Thermal provides steam, hot water, and chilled water service to customers in Akron, Ohio.

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Technician SM Date Processed MAY 18 2009

3. The steam system in Akron was first developed by the City of Akron and operated by the City of Akron in from 1974-1995. It was part of a combination trash burning and steam producing plant.

4. Akron Thermal has recently emerged from bankruptcy in the case captioned *In re Akron Thermal, Limited Partnership*, Case No. 07-51884 (Bankr. N.D. Ohio). Consistent with the Bankruptcy Court approved Plan of Reorganization of the Borrower (the "Plan"), Akron Thermal has entered into three long-term promissory notes which relate to the restructuring of its indebtedness through the bankruptcy proceeding.

5. On February 20, 2009, Akron Thermal entered into a long-term promissory note with Creditors Trusts of Cleveland, Ohio for the principal sum of \$2,060,000 less a reduction amount which shall be an amount equal to the total cash payment made to class 3.1 claimants under the Plan. Akron Thermal will pay eight equal semi-annual installments of principal and accrued interest each in the total amount of \$293,055.76 which reflects an interest rate of five percent per annum. The first installment is due eighteen months after the effective date of the Plan and the last installment is due February 20, 2014. Akron Thermal may elect to defer the initial payment provided that if such an election is made, the interest rate applicable to the second year will be seven percent per annum.

6. On February 20, 2009, Akron Thermal also entered into a second long-term promissory note in which it promised to pay to the order of the Treasurer of the State of Ohio the principal sum of \$1,350,000. This promissory note is also due and payable in installments with the final payment due on February 20, 2014. Akron Thermal will pay eight equal semi-annual installments of principal and accrued interest,

each in the total amount of \$197,812.67, with the first installment being due eighteen months after the effective date of the Plan and the remaining seven installments due every six months thereafter.

7. Also on February 20, 2009, Akron Thermal entered into a promissory note in which it promised to pay to the order of Thermal Ventures II, L.P. the principal sum of \$250,000 together with all accrued and unpaid interest therefrom. The entire unpaid balance of principal together with all accrued but unpaid interest shall be due and payable on the maturity date. Interest shall accrue at a fixed rate of five percent per annum.

8. Each of these long-term promissory notes is related to the restructuring of Akron Thermal's indebtedness through the bankruptcy.

9. Akron Thermal submits that the purpose to which the issue of any proceeds shall be applied is reasonably required by it to meet its present and prospective obligations to provide utility service. The amount of these three promissory notes and the probable cost is just and reasonable. Finally, the effect of the issuance of these long-term promissory notes and the cost thereof will not affect the present revenue requirements of the utility and will not affect the prospective revenue requirements of the utility until rate relief is requested.

10. Attached as Exhibit 1 are copies of the three Long Term Promissory Notes for which the Applicant seeks approval.

11. Attached as Exhibit 2 are financial statements of Akron Thermal, LLP showing before and after emerging from bankruptcy. Exhibit 2 includes a balance sheet as of January 31, 2009, a statement of operations for one month ending

January 31, 2009, a balance sheet as of February 28, 2009, and a statement of operations for the two months ending February 28, 2009.

12. Attached as Exhibit 3 are the signed, notarized verification sheets of two officers of Opportunity Parkway, LLC, the general partner of Akron Thermal, Limited Partnership.

WHEREFORE, Akron Thermal respectfully requests that the Commission:

- (a) Approve and authorize the applicant to issue the three long-term promissory notes under the terms and conditions described in this Application; and
- (b) Grant such other relief as the Commission finds to be fair and reasonable under the circumstances.

Respectfully submitted,

By: Stephen M. Howard
Stephen M. Howard

VORYS, SATER, SEYMOUR AND PEASE LLP
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Attorneys for Akron Thermal, Limited
Partnership

Exhibit 1
(Copies of Promissory Notes)

PROMISSORY NOTE

\$2,060,000.00 (reduced by the amount described
in section 5.8.1 of the Plan.)

February 20, 2009

The undersigned, **Akron Thermal, L.P.**, a Delaware limited partnership (the "**Borrower**"), having a mailing address of 226 Opportunity Parkway, Akron, Ohio 44307-2232, promises to pay to the order of the **Creditors' Trust** (the "**Lender**") having a mailing address of c/o Joseph Hutchinson, Esq., Baker & Hostetler, LLP, 3200 National City Center, 1900 E. Ninth Street, Cleveland, Ohio 44114-3485, the principal sum of Two Million Sixty Thousand and 00/100 Dollars (\$2,060,000) less a reduction amount which shall be an amount equal to the total cash payment made to Class 3.1 claimants under the Plan ("**Reduction Amount**").

This Note shall be due and payable in installments described herein, with the final payment due on February 20, 2014 as set forth below, or such earlier date on the occurrence of a Default. Interest shall accrue at a rate fixed per annum equal to 5% per annum and shall be computed on the basis of a 365 day year for the actual number of days the unpaid principal amount hereof remains outstanding.

Borrower will pay eight (8) equal semi-annual installments of principal and accrued interest, each in the total amount of \$293,055.76, with the first installment being due eighteen (18) months after the Effective Date of the Plan of Reorganization of Borrower in the case captioned *In re Akron Thermal, Limited Partnership*, Case No. 07-51884 (Bankr. N.D. Ohio), and the remaining seven (7) installments being due every six months thereafter provided that each such payment shall be reduced by an amount, if any, equal to a percent that the Reduction Amount is of \$2,060,000.

The indebtedness evidenced hereby may be prepaid in whole or in part at any time without payment of any premium or penalty and including only the accrued interest on any such prepaid amount theretofor accrued on such prepaid amount.

Borrower may elect to defer the initial payment due eighteen months after the Effective Date, provided that if such election is made, then the interest rate applicable to the second year following the Effective Date of the Plan shall be 7% per annum. In this event, Borrower will pay seven (7) equal semi-annual installments of principal and accrued interest, each in the total amount of \$345,861.80, with the first installment being due twenty-four (24) months after the Effective Date of the Plan, provided that each such payment shall be reduced by an amount, if any, equal to a percent that the Reduction Amount is of \$2,060,000.

All payments received under the terms of this Note will be applied by Lender first to any sums due under this Note other than interest and principal, second to any accrued but unpaid interest hereunder, and third to any installment of principal due and payable hereunder, and then the payment of principal due under this Note.

Principal, interest and all other sums payable in accordance with this Note shall be payable to Lender in lawful money of the United States of America at its address as specified in the first paragraph hereof, or such other address of which Lender may from time to time give written notice to Borrower.

An "Event of Default" will occur if Borrower fails to pay any of the scheduled payments described above. Upon the occurrence of an Event of Default, Lender must provide written notice to Borrower at the address set forth above. If Borrower fails to cure the Event of Default within five (5) business days, the Borrower will then be in "Default" under this Note.

Upon the occurrence of a Default, Lender shall have the right, in its sole option, to declare a default by the Borrower in its performance of the Borrower's duties and obligations under this Note and all amounts outstanding under this Note shall become due and payable immediately, with interest, and may be enforced and recovered at once as provided herein or therein. Upon the occurrence of a Default, Lender shall have the right to exercise, concurrently or successively, any other rights or remedies available to it under this Note, or otherwise available to it at law or in equity. All rights and remedies of Lender hereunder or thereunder are deemed to be cumulative and not exclusive, and the exercise by Lender of any one or more of such rights and/or remedies shall in no way preclude the concurrent or successive exercise by Lender of any such other rights and/or remedies. Borrower shall pay to Lender all reasonable attorney's fees, court costs and expenses incurred by Lender in connection with Lender's efforts to collect the indebtedness evidenced hereby, and Lender may exercise from time to time any and all of the rights and remedies available to Lender under this Note, or otherwise available at law or in equity.

No delay or failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any other rights of Lender, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or a waiver of such rights or such other right on any future occasion.

Except as described above, Borrower waives presentment for payment, demand, notice of dishonor, protest, notice of protest and all notices of every kind, and assent to all extension(s) or postponement(s) of the time of payment or any other indulgences by Lender to any substitutions, exchanges, or releases of any security for this Note, and to additions or releases of any other parties or persons primarily or secondarily liable hereon.

The obligations of Borrower hereunder may not be assigned or transferred by Borrower without the prior written consent of Lender. Upon any transfer of this Note by Lender or by any subsequent transferee, the transferee shall thereupon become vested with all rights, benefits and privileges of Lender under this Note and by law provided, and the term "Lender" shall mean such subsequent transferee or transferees.

This Note and all rights and obligations under this Note shall be governed by and construed under the local laws of the State of Ohio. If any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, Lender, and all parties primarily or secondarily liable hereunder, that such provision will be

deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

BORROWER AND LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS NOTE OR ANY SECURITY DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

IN WITNESS WHEREOF, the Borrower has executed this Note to be effective as of the day and year first written above.

AKRON THERMAL, L.P., a Delaware limited liability company

By: Opportunity Parkway, LLC, General Partner

By: Jeffrey P. Bees
Jeffrey P. Bees, President

PROMISSORY NOTE

\$1,350,000.00

February 20, 2009

The undersigned, Akron Thermal, L.P., a Delaware limited partnership (the "Borrower"), having a mailing address of 226 Opportunity Parkway, Akron, Ohio 44307-2232, promises to pay to the order of the Treasurer of the State of Ohio (the "Lender"), having a mailing address of c/o Donn Rosenblum, Esq., Assistant Attorney General, State of Ohio, 150 E. Gay Street, 21st Floor, Columbus, OH 43215, or at such other address as Lender may in writing designate to Borrower, the principal sum of One Million Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000).

This Note shall be due and payable in installments described herein, with the final payment due on February 20, 2014 as set forth below, or such earlier date on the occurrence of a Default. Interest shall accrue at a rate fixed per annum equal to 5% per annum and shall be computed on the basis of a 365 day year for the actual number of days the unpaid principal amount hereof remains outstanding.

Borrower will pay eight (8) equal semi-annual installments of principal and accrued interest, each in the total amount of \$197,812.67, with the first installment being due eighteen (18) months after the Effective Date of the Plan of Reorganization of Borrower in the case captioned *In re Akron Thermal, Limited Partnership*, Case No. 07-51884 (Bankr. N.D. Ohio), and the remaining seven (7) installments being due every six months thereafter.

The indebtedness evidenced hereby may be prepaid in whole or in part at any time without payment of any premium or penalty and including only the accrued interest on any such prepaid amount theretofor accrued on such prepaid amount.

All payments received under the terms of this Note will be applied by Lender first to any sums due under this Note other than interest and principal, second to any accrued but unpaid interest hereunder, and third to any installment of principal due and payable hereunder, and then the payment of principal due under this Note.

Principal, interest and all other sums payable in accordance with this Note shall be payable to Lender in lawful money of the United States of America at its address as specified in the first paragraph hereof, or such other address of which Lender may from time to time give written notice to Borrower.

An "Event of Default" will occur if Borrower fails to pay any of the scheduled payments described above. Upon the occurrence of an Event of Default, Lender must provide written notice to Borrower at the address set forth above. If Borrower fails to cure the Event of Default within five (5) business days, the Borrower will then be in "Default" under this Note. Upon a Default in payment as described herein, interest will accrue at the rate of seven percent (7%) per annum from and after the Default until such Default is cured.

Upon the occurrence of a Default, Lender shall have the right, in its sole option, to declare a default by the Borrower in its performance of the Borrower's duties and obligations under this Note and all amounts outstanding under this Note shall become due and payable immediately, with interest, and may be enforced and recovered at once as provided herein or therein. Upon the occurrence of a Default, Lender shall have the right to exercise, concurrently or successively, any other rights or remedies available to it under this Note, or otherwise available to it at law or in equity. All rights and remedies of Lender hereunder or thereunder are deemed to be cumulative and not exclusive, and the exercise by Lender of any one or more of such rights and/or remedies shall in no way preclude the concurrent or successive exercise by Lender of any such other rights and/or remedies. Borrower shall pay to Lender all reasonable attorney's fees, court costs and expenses incurred by Lender in connection with Lender's efforts to collect the indebtedness evidenced hereby, and Lender may exercise from time to time any and all of the rights and remedies available to Lender under this Note, or otherwise available at law or in equity.

No delay or failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any other rights of Lender, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or a waiver of such rights or such other right on any future occasion.

Except as described above, Borrower waives presentment for payment, demand, notice of dishonor, protest, notice of protest and all notices of every kind, and assent to all extension(s) or postponement(s) of the time of payment or any other indulgences by Lender to any substitutions, exchanges, or releases of any security for this Note, and to additions or releases of any other parties or persons primarily or secondarily liable hereon.

The obligations of Borrower hereunder may not be assigned or transferred by Borrower without the prior written consent of Lender. Upon any transfer of this Note by Lender or by any subsequent transferee, the transferee shall thereupon become vested with all rights, benefits and privileges of Lender under this Note and by law provided, and the term "Lender" shall mean such subsequent transferee or transferees.

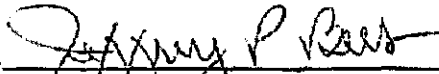
This Note and all rights and obligations under this Note shall be governed by and construed under the local laws of the State of Ohio. If any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, Lender, and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

BORROWER AND LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS NOTE OR ANY SECURITY DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

IN WITNESS WHEREOF, the Borrower has executed this Note to be effective as of the day and year first written above.

AKRON THERMAL, L.P., a Delaware limited liability company

By: Opportunity Parkway, LLC, General Partner

By: 
Jeffrey P. Bees, President

PROMISSORY NOTE

\$250,000.00

February 20, 2009

FOR VALUE RECEIVED, the undersigned, **Akron Thermal, Limited Partnership**, a Delaware limited partnership (the "**Borrower**"), having a mailing address of 226 Opportunity Parkway, Akron, Ohio 44307-2232, promises to pay to the order of **Thermal Ventures II, L.P.**, a Delaware limited partnership (the "**Lender**"), having a mailing address of 236 North Champion Street, Youngstown, Ohio 44503-1653, the principal sum of Two Hundred Fifty Thousand Dollars (\$250,000), or so much thereof as may be advanced by Lender to Borrower (or a payee directed by Borrower) together with all accrued and unpaid interest thereon from February 20, 2009 through the Maturity Date (as hereinafter defined).

The entire unpaid balance of principal evidenced by this promissory note (the "**Note**"), together with all accrued but unpaid interest hereunder, shall be due and payable on the earliest of (i) April 30, 2010; (ii) if Borrower fails to pay when due any amount payable under this Note or any other indebtedness owed by Borrower to Lender; (iii) proceedings are commenced by or against Borrower under any bankruptcy, reorganization, liquidation or similar laws of any jurisdiction; or (iv) there is a substantial change in the existing or prospective financial condition of Borrower which Lender in good faith determines to be materially adverse (items ii, iii and iv being an "Event of Default"). The earliest to occur of items (i) through (iv) above is the Maturity Date.

Interest on the outstanding principal balance of this Note shall accrue at a rate fixed per annum equal to Five Percent (5%) per annum and shall be computed on the basis of a 365 day year for the actual number of days the unpaid principal amount hereof is outstanding. All accrued and unpaid interest shall be due and payable at the Maturity Date. If Borrower fails to pay at the Maturity Date, interest from that date forward will accrue at the rate of Seven Percent (7%) per annum.

The indebtedness evidenced hereby may be prepaid in whole or in part at any time without payment of any premium or penalty.

All payments received under the terms of this Note will be applied by Lender first to any sums due under this Note other than interest and principal, second to any accrued but unpaid interest hereunder, and third to any installment of principal due and payable hereunder, and then the payment of the principal balance due under this Note.

Principal, interest and all other sums payable in accordance with this Note shall be payable to Lender in lawful money of the United States of America at its address as specified in the first paragraph hereof, or such other address of which Lender may from time to time give written notice to Borrower.

At the option of Lender, the entire unpaid principal balance of this Note, together with all other sums payable in accordance with this Note, shall become immediately due and payable upon the occurrence of any Event of Default.

Upon the occurrence of any Event of Default, Lender shall have the right, in its sole option, to declare a default by Borrower in its performance of Borrower's duties and obligations under this Note or the Loan Agreement and all amounts disbursed under this Note to Borrower shall become due and payable immediately, with interest, and may be enforced and recovered at once as provided herein or therein. Upon the occurrence of any Event of Default, Lender shall have the right to exercise, concurrently or successively, any other rights or remedies available to it under this Note or the Loan Agreement, or otherwise available to it at law or in equity. All rights and remedies of Lender hereunder or thereunder are deemed to be cumulative and not exclusive, and the exercise by Lender of any one or more of such rights and/or remedies shall in no way preclude the concurrent or successive exercise by Lender of any such other rights and/or remedies. Borrower shall pay to Lender all reasonable attorney's fees, court costs and expenses incurred by Lender in connection with Lender's efforts to collect the indebtedness evidenced hereby, and Lender may exercise from time to time any and all of the rights and remedies available to Lender under this Note, or otherwise available at law or in equity.

No delay or failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any other rights of Lender, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or a waiver of such rights or such other right on any future occasion.

Borrower and all of the persons now or hereafter liable, primarily or secondarily, for the payment of the indebtedness evidenced hereby, or any part thereof, waive presentment for payment, demand, notice of dishonor, protest, notice of protest and all notices of every kind, and assent to all extension(s) or postponement(s) of the time of payment or any other indulgences by Lender to any substitutions, exchanges, or releases of any security for this Note, and to additions or releases of any other parties or persons primarily or secondarily liable hereon.

The obligations of Borrower hereunder may not be assigned or transferred by Borrower without the prior written consent of Lender. Upon any transfer of this Note by Lender or by any subsequent transferee, the transferee shall thereupon become vested with all rights, benefits and privileges of Lender under this Note and by law provided, and the term "Lender" shall mean such subsequent transferee or transferees.

This Note and all rights and obligations under this Note shall be governed by and construed under the local laws of the State of Ohio. If any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of Borrower, Lender, and all parties primarily or secondarily liable hereunder, that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.

BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS NOTE OR ANY SECURITY DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note to be effective as of the day and year first written above.

AKRON THERMAL, LIMITED PARTNERSHIP,
a Delaware limited liability company

By: Opportunity Parkway, LLC, General Partner

By: 
Jeffrey P. Bees, President

Exhibit 2
(Balance Sheet and Income Statement)

AKRON THERMAL, LIMITED PARTNERSHIP
BALANCE SHEET
January 31, 2009

ASSETS

CURRENT ASSETS

Cash	\$ 117,025.53
Accounts Receivable - Trade, net of Allowance for Doubtful Accounts of \$ 211,822.72	1,540,486.57
Accounts Receivable - Other	203,145.29
Accounts Receivable - Affiliates	44,364.25
Inventories	72,835.74
Prepaid Expenses and Deposits	<u>161,393.65</u>
Total Current Assets	<u>2,139,251.03</u>

PROPERTY AND EQUIPMENT

Leasehold Improvements	2,776,002.43
Yard Equipment	23,827.25
Light Vehicles	12,096.00
Computers & Office Equipment	48,873.92
Furniture & Fixtures	945.84
Communication Equipment	<u>16,995.96</u>
Total Property and Equipment	<u>2,878,741.40</u>
Accumulated Depreciation	<u>(953,155.69)</u>
Net Property and Equipment	<u>1,925,585.71</u>

OTHER ASSETS

Intangibles, Net of Accumulated Amortization of \$ 288,503.15	<u>550,401.78</u>
Total Other Assets	<u>550,401.78</u>

TOTAL ASSETS	<u><u>\$ 4,615,238.52</u></u>
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AKRON THERMAL, LIMITED PARTNERSHIP
BALANCE SHEET
January 31, 2009

LIABILITIES AND PARTNERS' DEFICIT

CURRENT LIABILITIES

Accounts Payable - Trade	\$ 2,434,778.61
Deferred Revenue	27,446.36
Accrued Expenses	1,150,862.26
Accrued Payroll	47,273.45
Total Current Liabilities	<u>3,660,360.68</u>

PREPETITION LIABILITIES

Prepetition Liabilities	<u>35,578,955.69</u>
Total Prepetition Liabilities	<u>35,578,955.69</u>

TOTAL LIABILITIES	<u>39,239,316.37</u>
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TOTAL PARTNERS' DEFICIT	<u>(34,624,077.85)</u>
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TOTAL LIABILITIES AND PARTNERS' DEFICIT	<u><u>\$ 4,615,238.52</u></u>
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STATEMENT OF OPERATIONS
AKRON THERMAL, LIMITED PARTNERSHIP
For the 1 Month Ended January 31, 2009

REVENUE	
Steam	\$ 2,290,541
Hot Water	25,270
Electricity	11,957
Other Revenue	-
Total Revenue	<u>2,327,768</u>
COST OF REVENUE	
Fuel	1,120,576
Utilities	253,628
Ash Disposal	58,359
Chemicals	18,265
Total Cost of Revenue	<u>1,450,828</u>
GROSS PROFIT	876,940
OPERATING EXPENSES	
Labor and Employee Benefits	255,341
Service and Subcontractors	30,614
Supplies and Materials	28,435
Lease and Rentals	22,161
Insurance	23,537
Other Operating Expenses	65,459
Gross Receipts Tax	70,739
Depreciation and Amortization	34,664
Bad Debt Expense	-
Project Maintenance - Major	31,195
Total Operating Expenses	<u>562,145</u>
OPERATING INCOME/(LOSS)	314,795
OTHER INCOME/(EXPENSE)	
Interest Expense	-
Project Management Fees	(25,000)
Chapter 11 Costs	(51,217)
Miscellaneous Other Income/(Expense)	(381)
Total Other Income/(Expense)	<u>(76,598)</u>
NET INCOME/(LOSS)	<u>\$ 238,197</u>

AKRON THERMAL, LIMITED PARTNERSHIP
BALANCE SHEET
February 28, 2009

ASSETS

CURRENT ASSETS

Cash		\$ 165,736.77
Accounts Receivable - Trade, net of Allowance for Doubtful Accounts of	\$ 211,822.72	1,580,922.18
Accounts Receivable - Other		5,739.52
Accounts Receivable - Affiliates		44,364.25
Inventories		235,173.12
Prepaid Expenses and Deposits		151,809.38
Total Current Assets		<u>2,183,745.22</u>

PROPERTY AND EQUIPMENT

Leasehold Improvements		2,817,506.05
Yard Equipment		23,827.25
Light Vehicles		12,096.00
Computers & Office Equipment		48,873.92
Furniture & Fixtures		945.84
Communication Equipment		16,995.96
Total Property and Equipment		<u>2,920,245.02</u>
Accumulated Depreciation		<u>(973,058.87)</u>
Net Property and Equipment		<u>1,947,186.15</u>

OTHER ASSETS

Intangibles, Net of Accumulated Amortization of	\$ 303,413.89	564,973.08
Total Other Assets		<u>564,973.08</u>

TOTAL ASSETS

\$ 4,695,904.45

AKRON THERMAL, LIMITED PARTNERSHIP
BALANCE SHEET
February 28, 2009

LIABILITIES AND PARTNERS' DEFICIT

CURRENT LIABILITIES

Accounts Payable - Trade	\$ 2,492,365.77
Deferred Revenue	228,372.37
Accrued Expenses	846,177.61
Accrued Payroll	<u>52,043.08</u>
Total Current Liabilities	<u><u>3,618,958.83</u></u>

LONG-TERM LIABILITIES

Long-Term Notes Payable	3,615,385.39
Accrued Interest on Long-Term Notes Payable	<u>3,716.50</u>
Total Long-Term Liabilities	<u><u>3,619,101.89</u></u>

TOTAL LIABILITIES	<u><u>7,238,060.72</u></u>
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TOTAL PARTNERS' DEFICIT	<u><u>(2,542,156.27)</u></u>
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TOTAL LIABILITIES AND PARTNERS' DEFICIT	<u><u>\$ 4,695,904.45</u></u>
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STATEMENT OF OPERATIONS
AKRON THERMAL, LIMITED PARTNERSHIP
For the 2 Months Ended February 28, 2009

REVENUE	
Steam	\$ 4,206,273
Hot Water	47,017
Electricity	16,922
Other Revenue	<u>(38,147)</u>
Total Revenue	<u>4,232,065</u>
COST OF REVENUE	
Fuel	1,896,878
Utilities	454,758
Ash Disposal	104,564
Chemicals	<u>28,881</u>
Total Cost of Revenue	<u>2,485,081</u>
GROSS PROFIT	1,746,984
OPERATING EXPENSES	
Labor and Employee Benefits	476,907
Service and Subcontractors	67,147
Supplies and Materials	44,277
Lease and Rentals	43,681
Insurance	45,238
Other Operating Expenses	247,828
Gross Receipts Tax	159,076
Depreciation and Amortization	69,478
Bad Debt Expense	197,606
Project Maintenance - Major	<u>55,064</u>
Total Operating Expenses	<u>1,406,302</u>
OPERATING INCOME/(LOSS)	340,682
OTHER INCOME/(EXPENSE)	
Interest Expense	(762,415)
Project Management Fees	(50,000)
Chapter 11 Costs	(151,749)
Cancellation of Debt Income	29,944,935
Miscellaneous Other Income/(Expense)	<u>(1,335)</u>
Total Other Income/(Expense)	<u>28,979,436</u>
NET INCOME/(LOSS)	<u><u>\$ 29,320,118</u></u>

Exhibit 3
(Verification of Officers)

VERIFICATION

STATE OF OHIO)

COUNTY OF Mahoning) ss:

I, Jeffrey P. Bees, being first duly sworn, verify that I am President of Opportunity Parkway, LLC, the general partner of Akron Thermal, Limited Partnership, have reviewed the foregoing Application and Exhibits and that the allegations contained in the Application and Exhibits are true and accurate to the best of my knowledge and belief.

Jeffrey P Bees

Sworn to and subscribed before me, a Notary Public, this 15th day of

MAY
April, 2009.

L C Osikiewicz
Notary Public

L C OSIKIEWICZ
Notary Public - State of Ohio
My Commission Expires November 30, 2010

VERIFICATION

STATE OF OHIO

COUNTY OF Mahoning

)
) ss:
)

I, Therese A. Kechler, being first duly sworn, verify that I
am Treasurer of Opportunity Parkway, LLC, the general partner
of Akron Thermal, Limited Partnership, have reviewed the foregoing Application and
Exhibits and that the allegations contained in the Application and Exhibits are true and
accurate to the best of my knowledge and belief.

Therese A. Kechler

Sworn to and subscribed before me, a Notary Public, this 15th day of

~~May~~
April, 2009.

L C Osikiewicz
Notary Public

L C OSIKIEWICZ
Notary Public - State of Ohio
My Commission Expires November 30, 2010