

UNITED STATES BANKRUPTCY COURT

District of Delaware

VOLUNTARY PETITION

Name of Debtor (if individual, enter Last, First, Middle): Optim Energy Altura Cogen, LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): Altura Cogen, LLC	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): c/o Competitive Power Ventures, Inc., 8403 Colesville Road, Ste 915, Silver Spring, MD ZIP CODE 20910	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: Montgomery County, MD	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):
2330 Sheldon Road, Channelview, TX **ZIP CODE 77530**

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
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Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input checked="" type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input checked="" type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000	
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input checked="" type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input checked="" type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): Optim Energy Altura Cogen, LLC
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed:	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See attached Schedule 1	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
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Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.

If this is a joint petition:

Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.

Information Regarding the Debtor - Venue
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): Optim Energy Altura Cogen, LLC
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Signatures

<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
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<p style="text-align: center;">Signature of Attorney*</p> <p>X <u>/s/ Robert J. Dehney</u> Signature of Attorney for Debtor(s) <u>Robert J. Dehney (DE Bar No. 3578)</u> Printed Name of Attorney for Debtor(s) <u>Morris, Nichols, Arsht & Tunnell LLP</u> Firm Name</p> <p><u>1201 North Market Street, 16th Floor, P.O. Box 1347,</u> <u>Wilmington, DE 19899-1347</u> Address <u>(302) 658-9200</u> Telephone Number <u>02/12/2014</u> Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>
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<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ Nick Rahn</u> Signature of Authorized Individual <u>Nick Rahn</u> Printed Name of Authorized Individual <u>Authorized Representative</u> Title of Authorized Individual <u>02/12/2014</u> Date</p>	<p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Optim Energy, LLC, *et. al.*,¹

Debtors.

Chapter 11

Case No. 14-[_____] (____)

Joint Administration Requested

EXHIBIT C TO VOLUNTARY PETITION

1. Identify and briefly describe all real or personal property owned by, or in possession of, the debtor that, to the best of the debtor's knowledge, poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

- None.

2. With respect to each parcel of real property or item of personal property identified in question 1, describe the nature and location of the dangerous condition, whether environmental or otherwise, that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

- N/A

¹ The Debtors in these chapter 11 cases are: Optim Energy, LLC; OEM 1, LLC; Optim Energy Cedar Bayou 4, LLC; Optim Energy Altura Cogen, LLC; Optim Energy Marketing, LLC; Optim Energy Generation, LLC; Optim Energy Twin Oaks GP, LLC; Optim Energy Twin Oaks, LP. The Debtors' main corporate and mailing address for purposes of these chapter 11 cases is: c/o Competitive Power Ventures, Inc., 8403 Colesville Road, Suite 915, Silver Spring, MD 20910.

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On February 12, 2014, each of the entities listed below filed a petition in this Court for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the number assigned to the chapter 11 case of Optim Energy, LLC.

- Optim Energy, LLC
- Optim Energy Marketing, LLC
- OEM 1, LLC
- Optim Energy Cedar Bayou 4, LLC
- Optim Energy Generation, LLC
- Optim Energy Twin Oaks GP, LLC
- Optim Energy Altura Cogen, LLC
- Optim Energy Twin Oaks, LP

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re Optim Energy Altura Cogen, LLC, Debtor.	Chapter 11 Case No. 14-[_____] (____) Joint Administration Requested
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CORPORATE OWNERSHIP STATEMENT

Pursuant to Federal Rule of Bankruptcy Procedure 1007(a)(1), the following are corporations, other than a governmental unit, that directly or indirectly own 10% or more of any class of the Debtor's equity interests:

Shareholder	Approximate Percentage of Shares Held
Optim Energy Generation, LLC	100%

DECLARATION UNDER PENALTY OF PERJURY

I, Nick Rahn, the undersigned signatory of Optim Energy Altura Cogen, LLC named as the debtor in this case, declare under penalty of perjury that I have read the foregoing corporate ownership statement and that it is true and correct to the best of my information and belief.

Dated: February 12, 2014

/s/ Nick Rahn

 Nick Rahn
 Authorized Representative

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re Optim Energy Altura Cogen, LLC, Debtor.	Chapter 11 Case No. 14-[_____] (____) Joint Administration Requested
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LIST OF EQUITY SECURITY HOLDERS

Debtor	Equity Holder	Address of Equity Holder	Number of Shares or Units Held / Percentage of Equity Held
Optim Energy Altura Cogen, LLC	Optim Energy Generation, LLC ¹	c/o Competitive Power Ventures, Inc. 8403 Colesville Road, Ste 915 Silver Spring, MD 20910	100%

I, Nick Rahn, the undersigned signatory of Optim Energy Altura Cogen, LLC, named as a debtor in this case, declare under penalty of perjury that I have read the foregoing list of equity security holders and that it is true and correct to the best of my information and belief.

Dated: February 12, 2014

/s/ Nick Rahn

 Nick Rahn
 Authorized Representative

¹ Optim Energy, LLC owns 100% of the interests in Optim Energy Generation, LLC.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Optim Energy Altura Cogen, LLC,

Debtor.

Chapter 11

Case No. 14-[_____] (____)

Joint Administration Requested

**CONSOLIDATED LIST OF CREDITORS HOLDING
THE 30 LARGEST UNSECURED CLAIMS**

Optim Energy Altura Cogen, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “*Debtors*”), each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The following is the consolidated list of the Debtors’ creditors holding the 30 largest unsecured claims (the “*Consolidated List*”) based on the Debtors’ books and records as of February 12, 2014. The Consolidated List is prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in these chapter 11 cases. The Consolidated List does not include (1) persons who come within the definition of “insider” set forth in 11 U.S.C. §101 or (2) secured creditors, unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 30 largest unsecured claims on a consolidated basis. None of these creditors is a minor child. The information contained herein shall neither constitute an admission of liability by, nor is it binding on, the Debtors. The information herein, including the failure of the Debtors to list any claim as contingent, unliquidated or disputed, does not constitute a waiver of the Debtors’ right to contest the validity, priority or amount of any claim.

	Name of Creditor	Name, fax number, and complete mailing address (including zip code) of employee, agents or department of creditor familiar with claim who may be contacted	Nature of claim (bond debt, trade debt, bank loan, government contracts, etc.)	Amount (See FN 1)
1.	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A. 205 108th Avenue NE Ste 600 Kirkland, WA 98004 Fax: 425-450-8033	Bank Loan	\$712,530,426.39
2.	Walnut Creek Mining Company	Walnut Creek Mining Company 3555 Farnam St Omaha, NE 68131-3302 Fax: 254-746-7795	Trade Debt	\$5,446,579.04
3.	Cascade Investment, LLC	Cascade Investment, LLC 2365 Carillon Point Kirkland, WA 98033 Fax: 425-803-0459	Guaranty Fees	\$1,934,108.34
4.	AFCO Insurance Premium Finance	AFCO Insurance Premium Finance 4501 College Blvd Suite 320 Shawnee Mission, KS 66211-2328 Fax: 913-663-4951	Trade Debt	\$936,550.02
5.	Texas Commission on Environmental Quality	Texas Commission on Environmental Quality PO Box 13089 Austin, TX 78711-3089 Fax: 512-239-0371	Regulatory Fees	\$344,999.83
6.	Allied Power Group LLC	Allied Power Group LLC 10131 Mills Road Houston, TX 77070 Fax: 281-444-3529	Trade Debt	\$138,196.00
7.	Siemens Energy, Inc.	Siemens Energy, Inc. 4400 Alafaya Trail, MC-Q2196 Orlando, FL 32826 Fax: 407-243-0061	Trade Debt	\$135,115.99
8.	FL Smidth Airtech, Inc.	FL Smidth Airtech, Inc. P O Box 2630 Evans, GA 30809 Fax: 706-228-4310	Trade Debt	\$116,625.00
9.	Alstom Power, Inc.	Alstom Power, Inc. Box 200831 Pittsburgh, PA 15251-0831 Fax: 630-393-9618	Trade Debt	\$89,247.20
10.	Thorndike Landing, LLC	Thorndike Landing, LLC 2124 NE 18 Ave Wilton Manors, FL 33305 Fax: 202-204-5106	Trade Debt	\$76,800.00
11.	Reynolds Company	Reynolds Company P O Box 671344 Dallas, TX 75267-1344 Fax: 254-776-4718	Trade Debt	\$69,916.94
12.	ABB, Inc.	ABB, Inc. P O Box 532437 Atlanta, GA 30353-2437 Fax: 972-353-9262	Trade Debt	\$56,856.00
13.	Christensen Associates	Christensen Associates 2302 Skrabanek Road Danbury, TX 77534	Trade Debt	\$52,777.79
14.	Clyde Bergemann, Inc.	Clyde Bergemann, Inc. P.O. Box 932082 Atlanta, GA 31193-2082 Fax: 610-695-9724	Trade Debt	\$49,784.00
15.	3 "B" Dozer Service	3 "B" Dozer Service 2614 FM 2954 Bremond, TX 76629 Fax: 979-828-2133	Trade Debt	\$49,649.44
16.	Shrieve Chemical Co	Shrieve Chemical Co P O Box 671515 Dallas, TX 75267-1515 Fax: 281-367-0071	Trade Debt	\$42,159.57

	Name of Creditor	Name, fax number, and complete mailing address (including zip code) of employee, agents or department of creditor familiar with claim who may be contacted	Nature of claim (bond debt, trade debt, bank loan, government contracts, etc.)	Amount (See FN 1)
17.	Frost Crushed Stone Co. Inc	Frost Crushed Stone Co. Inc P O Box 272 Mexia, TX 76667 Fax: 254-587-3031	Trade Debt	\$34,718.59
18.	Praxair Distribution Inc	Praxair Distribution Inc PO Box 120812 Dept 0812 Dallas, TX 75312-0812 Fax: 979-822-5316	Trade Debt	\$24,515.11
19.	Navasota Valley Electric Cooperative	Navasota Valley Electric Cooperative P O Box 848 Franklin, TX 77856-0848 Fax: 979-828-5563	Trade Debt	\$23,600.19
20.	Ellison Steel, Inc.	Ellison Steel, Inc. 306 W Longbotham Dr Groesbeck, TX 76642 Fax: 254-729-3591	Trade Debt	\$17,000.00
21.	Texas Alloys and Tool Company	Texas Alloys and Tool Company 4609 Fairlane Ave Fort Worth, TX 76119 Fax: 817-534-9925	Trade Debt	\$15,190.07
22.	Headwaters Resources Inc	Headwaters Resources Inc PO Box 843922 Dallas, TX 75284-3922 Fax: 801-984-9430	Trade Debt	\$14,396.67
23.	Firetrol Protection Systems	Firetrol Protection Systems 400 Garden Oaks Houston, TX 77018 Fax: 713-343-1605	Trade Debt	\$12,275.90
24.	Chemical Lime Company	Chemical Lime Company 5274 Paysphere Cr Chicago, IL 60674 Fax: 817-675-3182	Trade Debt	\$11,566.55
25.	Allied Waste Services #855	Allied Waste Services #855 5301 Brookglen Houston, TX 77017 Fax: 713-726-7398	Trade Debt	\$11,172.93
26.	Thyssen Krupp Robins, Inc.	Thyssen Krupp Robins, Inc. 7730 E. Bellview Ave. #404 Greenwood Villiage, CO 80111-2603 Fax: 303-770-8233	Trade Debt	\$10,642.43
27.	Pentair	Pentair 5500 Wayzata Boulevard Suite 800 Minneapolis, MN 55416 Fax: 770-326-2989	Trade Debt	\$9,529.28
28.	Lobo Industrial Services LLC	Lobo Industrial Services LLC 6829 Quadstar Energy Services Houston, TX 77087	Trade Debt	\$9,061.69
29.	Impact Fire Services	Impact Fire Services 214 Mid Tex Road Lorena, TX 76655 Fax: 254-857-4924	Trade Debt	\$8,197.00
30.	Motion Industries, Inc.	Motion Industries, Inc. 1465 E Sam Houston Pwy Suite 100 Pasadena, TX 77503 Fax: 254-772-1163	Trade Debt	\$8,188.21

DECLARATION UNDER PENALTY OF PERJURY

Pursuant to 28 U.S.C. § 1746, I, Nick Rahn, the duly qualified and elected Authorized Representative of Optim Energy Altura Cogen, LLC, declare under penalty of perjury that I have reviewed the foregoing consolidated list of creditors holding the 30 largest unsecured claims and that it is true and correct to the best of my information and belief.

Dated: February 12, 2014

/s/ Nick Rahn

Nick Rahn

Authorized Representative

**WRITTEN CONSENT
OF THE MANAGERS
OF
OPTIM ENERGY GENERATION, LLC; OPTIM ENERGY CEDAR BAYOU 4, LLC;
OPTIM ENERGY ALTURA COGEN, LLC; OPTIM ENERGY TWIN OAKS GP, LLC;
OPTIM ENERGY MARKETING, LLC; AND OEM 1, LLC**

February 11, 2014 (the "Effective Date")

The undersigned, being the sole Managers (individually, the "*Manager*" and collectively, the "*Managers*") of Optim Energy Generation, LLC; Optim Energy Cedar Bayou 4, LLC; Optim Energy Altura Cogen, LLC; Optim Energy GP, LLC; Optim Energy Marketing, LLC; and OEM 1, LLC, each a Delaware limited liability company (individually, the "*Company*" and collectively, the "*Companies*"), pursuant to Section 18-302 of the Delaware Limited Liability Company Act and Section 3.1 of each of the Companies' Amended and Restated Limited Liability Company Agreement, each dated as of November 1, 2011 (the "*LLC Agreements*"), hereby adopts the following resolutions (the "*Resolutions*") by written consent. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the LLC Agreements.

WHEREAS, the Managers reviewed and considered the materials presented by each Company's management team and the financial and legal advisors of each company, including the presentations to the Managers regarding the liabilities and liquidity of each Company, the strategic alternatives available to it, and the impact of the foregoing on each Company's businesses; and

WHEREAS, the Managers have had the opportunity to consult with each Company's management team and the financial and legal advisors to each Company and fully consider each of the strategic alternatives available to each Company.

I. Voluntary Petition Under the Provisions of Chapter 11 of Title 11 of the United States Code

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Managers, it is desirable and in the best interests of each Company, its creditors and other parties in interest, that each Company file or cause to be filed a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"); and it is

RESOLVED FURTHER, that any officer as designated by the Managers of the Companies (collectively, the "*Authorized Officers*"), acting alone or with one or more other Authorized Officers, and the authorized representatives of Competitive Power Ventures, Inc., identified in Schedule 1 hereto, (the "*Asset Manager*" and, collectively with the Authorized Officers, the "*Authorized Representatives*") pursuant to that certain Asset Management Agreement (the "*AMA*"), with power of delegation, be, and they hereby are, authorized to execute and file on behalf of each Company, all petitions, schedules, lists and other motions, papers or documents, and to take any and all actions that they deem necessary or proper to obtain

such relief, including, without limitation, any action necessary to maintain the ordinary course operation of each Company's businesses.

II. Debtor in Possession Financing

NOW, THEREFORE, BE IT RESOLVED, that the forms, terms and provisions of the Senior Secured Debtor in Possession Credit, Security and Guaranty Agreement dated as of February 12, 2014, by and among Optim Energy LLC and its subsidiaries, including the Companies, who are signatories thereto (collectively, the "**Borrowers**") and Cascade Investment, L.L.C., as the Lender (the "**DIP Lender**"), Wells Fargo Bank, National Association, as Administrative Agent and the L/C Issuer, and the other financial institutions from time to time party to thereto (together with the DIP Lender, the "**DIP Facility Lenders**") (the "**DIP Facility Credit Agreement**"), which DIP Facility Credit Agreement (a) provides the Borrowers with a credit facility in the amount of up to \$115,000,000 on a secured super priority basis, (b) provide for the proceeds therefrom to be used for the purposes set forth therein, which such purposes shall not be materially inconsistent with any budget provided to the DIP Facility Lenders, including certain postpetition operating expenses of administration of the Debtor's chapter 11 cases, in substantially the form summarized for the Managers, be, and the same hereby are, in all respects approved, and any Authorized Representative, is hereby authorized and empowered, in the name of and on behalf of the Company, to execute the DIP Facility Credit Document to which the Company is a party, each in the form or substantially in the form thereof submitted to the Managers, with such changes, additions and modifications thereto as the Authorized Representative executing the same shall approve, such approval to be conclusively evidenced by such Authorized Representative's execution and delivery thereof, and it is;

RESOLVED FURTHER, that each Company, as debtor and debtor in possession under the Bankruptcy Code shall be, and hereby is, authorized to incur all obligations incurred under the DIP Facility Credit Agreement (the "**DIP Obligations**") and undertake any and all related transactions contemplated thereby (collectively, the "**Financing Transactions**"); and it is

RESOLVED FURTHER, that the Authorized Representatives be, and each of them, acting alone, hereby is authorized directed and empowered from time to time in the name and on behalf of each Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered under seal of each Company or otherwise, any and all such other documents, agreements, certificates, writings and instruments to be delivered in connection with the DIP Facility Credit Agreement (including, without limitation, any amendments, supplements or modifications to the DIP Facility Credit Agreement and such other documents, agreements, certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of each Company now or hereafter acquired as contemplated in the DIP Facility Agreement, with full authority to indorse, assign or guarantee any of the foregoing in the name of each Company in each case, as any such Authorized Representative may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery therefor to be conclusive evidence that he or she deems is necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority, to so act and his or her approval thereof; and it is

RESOLVED FURTHER, that the Authorized Representatives be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company, as debtor and debtor in possession, to take such actions and execute and deliver (a) the DIP Facility Credit Agreement and such agreements, certificates, instruments, guaranties, notices and any and all other documents as the Authorized Representatives may deem necessary and appropriate to facilitate the financing transactions thereunder (collectively, the “*Financing Documents*”); (b) such other instruments, certificates, notices, assignments and documents as may be reasonably requested by the DIP Lender; and (c) such forms of deposit account control agreements and other agreements with third parties relating to the collateral (including without limitation, bank agency agreements, lockbox agreements, cash management agreements, landlord agreements and warehouse waivers), officer’s certificates and compliance certificates as may be required by the DIP Facility Credit Agreement or any other Financing Document; and it is

RESOLVED FURTHER, that the Authorized Representatives, and each of them hereby is, authorized and empowered to authorize the DIP Facility Lenders to file any Uniform Commercial Code (the “*UCC*”) financing statements and any necessary assignments for security or other documents in the name of each Company that any DIP Facility Lender deems necessary or convenient to perfect any lien or security interest granted under the DIP Facility Credit Agreement, including any such UCC financing statement containing a supergeneric description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of each Company and such other filings in respect of intellectual and other property of the Companies, in each case as the DIP Lender may reasonably request to perfect the security interests of the DIP Lender under the DIP Facility Credit Agreement; and it is

RESOLVED FURTHER, that each of the Authorized Representatives be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses in accordance with the terms of the Financing Documents, which shall in their sole judgment be necessary, proper or advisable to perform each Company’s obligations under or in connection with the DIP Facility Credit Agreement or any of the other Financing Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and it is

RESOLVED FURTHER, that each of the Authorized Representatives be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Facility Credit Agreement or any of the Financing Documents which shall in their sole judgment be necessary, proper or advisable.

III. Retention of Professionals

NOW, THEREFORE, BE IT RESOLVED, that the Authorized Representatives be, and they hereby are, authorized and directed to employ the law firm of Bracewell & Giuliani LLP, as bankruptcy counsel to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company’s rights and

obligations, including filing any pleadings and petitions for relief; and in connection therewith, the Authorized Representatives, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Bracewell & Giuliani LLP; and it is

RESOLVED FURTHER, that the Authorized Representatives be, and they hereby are, authorized and directed to employ the law firm of Morris, Nichols, Arsht & Tunnell LLP, as bankruptcy co-counsel to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations, including filing any pleadings and petitions for relief; and in connection therewith, the Authorized Representatives, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of Morris, Nichols, Arsht & Tunnell LLP; and it is

RESOLVED FURTHER, that the Authorized Representatives be, and they hereby are, authorized and directed to employ the firm of Protiviti Inc., as restructuring advisors to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, the Authorized Representatives, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Protiviti Inc.; and it is

RESOLVED FURTHER, that the Authorized Representatives be, and they hereby are, authorized and directed to employ the firm of Barclays Capital LLC, as financial advisors to represent and assist the Company and its subsidiaries in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's and its subsidiaries' rights and obligations; and in connection therewith, the Authorized Representatives, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Barclays Capital LLC; and it is

RESOLVED FURTHER, that the Authorized Representatives be, and they hereby are, authorized and directed to employ the firm of Prime Clerk LLC, as notice, claims and balloting agent to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Authorized Representatives, with power of delegation are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed appropriate applications for authority to retain the services of Prime Clerk LLC; and it is

RESOLVED FURTHER, that the Authorized Representatives be, and they hereby are, authorized and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Representatives, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

IV. Further Actions and Prior Actions

NOW, THEREFORE, BE IT RESOLVED that in addition to the specific authorizations heretofore conferred upon the Authorized Representatives, each of them, acting alone, hereby is authorized, directed and empowered, in the name of, and on behalf of, each Company, to take or cause to be taken any and all such further actions, to execute and deliver any and all such agreements, certificates, instruments and other documents and to pay all expenses, including filing fees, in each case as in such Authorized Representative's judgment shall be necessary or desirable to fully carry out the intent and accomplish the purposes of the resolutions; and it is

RESOLVED FURTHER, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of, and on behalf of, each Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects confirmed, approved and ratified.

This consent may be executed in two or more counterparts, each of which shall be deemed an original and together constitute one and the same consent.

[Signature page follows]

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

MANAGER, OPTIM ENERGY GENERATION,
LLC



Nicholas R. Rahn

MANAGER, OPTIM ENERGY CEDAR BAYOU
4, LLC



Nicholas R. Rahn

MANAGER, OPTIM ENERGY ALTURA COGEN,
LLC



Nicholas R. Rahn

MANAGER, OPTIM ENERGY TWIN OAKS GP,
LLC



Nicholas R. Rahn

MANAGER, OPTIM ENERGY MARKETING,
LLC



Nicholas R. Rahn

MANAGER, OEM 1, LLC



Nicholas R. Rahn

Schedule 1

Authorized Representatives of the Asset Manager

Nicholas R. Rahn