

Public
STATE OF ILLINOIS

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ILLINOIS COMMERCE COMMISSION CHIEF CLERK'S OFFICE

Iron Energy LLC :

Amended Application for Certificate of
Service Authority under Section
16-115 of the Public Utilities Act. :

Docket No. 12-0470

AMENDED APPLICATION

Iron Energy LLC ("Applicant"), hereby requests that the Illinois Commerce Commission ("Commission") grant it a certificate of service authority pursuant to Section 16-115 of the Public Utilities Act ("Act"). In support of its application, Applicant states as follows:

GENERAL

1. Applicant's name and street address:
Iron Energy LLC
5000 Bee Caves Rd., Suite 106
Austin, Texas 78746
2. Related Information:
 - Type of business entity:
LLC
 - Jurisdiction in which and under whose laws business entity was created:
Texas
 - Other names under which Applicant does business (D/B/A):
N/A
 - Federal Employer Identification Number:
45-3564472
 - Registered Agent in Illinois:
Capitol Corporate Services, Inc.
1315 W Lawrence Ave
Springfield, IL 62704

3. Contact Persons for the following:
 - a) issues related to processing this application
Name: David Luppino
Title: Chief Executive Officer
Address: 5000 Bee Caves Rd, Suite 106
City: Austin State: TX ZIP: 78746
Telephone: 512.761.5671 Fax: 888.739.6207
E-mail: david@ironenergyllc.com
 - b) issues related to retail customers, including complaint resolution, and
Name: Chad Gallun
Title: Chief Operating Officer
Address: 5000 Bee Caves Rd, Suite 106
City: Austin State: TX ZIP: 78746
Telephone: 512.761.5671 Fax: 888.739.6207
E-mail: chad@ironenergyllc.com
 - c) technical issues, including scheduling of generation, transmission, and distribution, and issues arising from relationships with other providers of electric services.
Name: Chad Gallun
Title: Chief Operating Officer
Address: 5000 Bee Caves Rd, Suite 106
City: Austin State: TX ZIP: 78746
Telephone: 512.761.5671 Fax: 888.739.6207
E-mail: chad@ironenergyllc.com
4. Applicant **agrees** to accept service by electronic means. [451.30(e)]
5. Applicant is licensed to do business in the State of Illinois, as demonstrated in Attachment **A**.
6. Applicant **will publish** notice of its application for certification in the Official State Newspaper within 10 days following its filing of the application for certification. The applicant will file proof of publication with the Clerk of the Commission within 5 days after publication.
7. Applicant's employees that will be installing, operating, and maintaining generation, transmission, or distribution facilities within the State of Illinois, as well as any entity with which the Applicant has contracted to perform those functions, have the requisite knowledge, skills, and competence to perform those functions in a safe and responsible manner in order to provide safe and reliable service in accordance with the criteria stated in Section 16-128(a) of the Act [220 ILCS 5/16-128(a)], as demonstrated in Attachment **_**.

Iron Energy LLC certifies that it currently has no intent to install, operate, or maintain any generation, transmission, or distribution facilities.

8. Description of Applicant's business. Applicant is not affiliated with an Illinois utility.

Iron Energy LLC will sell electricity and natural gas services to residential and commercial customers. Iron Energy LLC is not affiliated with an Illinois utility. Iron Energy will offer variable and fixed price products at competitive rates with quality customer service.

9. Geographic area in which Applicant seeks to be authorized to offer service (if less than entire State, provide detailed description) and the types of services it intends to offer.

Iron Energy LLC plans to offer residential and commercial electricity service to the entire ComEd utility service area.

10. Identification of the Part 451 subpart (Subpart B, C, D, or E) under which the applicant is filing. Description of the characteristics of customer group(s) Applicant proposes to serve.

Iron Energy LLC will be serving all classes of customers, as identified in Subpart D of Part 451. Those customer classes include residential, small business, commercial and industrial end-users.

11. Applicant notified the designated in-state agent for each affected utility that Applicant intends to serve customers in that utility's service area, as demonstrated in Attachment B.

12. Applicant certifies that it:

- a) **will comply** with all applicable Federal, State, regional and industry rules, practices, policies, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system;
- b) **will comply** with informational and reporting requirements that the Commission may by rule establish;
- c) **complies** with all other applicable laws and regulations and Commission rules and orders;
- d) **complies** with all terms and conditions required by Sections 16-115A(a), (b), and (f), 16-119, 16-123, 16-125(b) and (c), 16-127, and 16-128(a) of the Act, to the extent those Sections have application to the services being offered by the alternative retail electric supplier;
- e) **complies** with all terms and conditions required by Section 16-115A(c) of the Act.

13. Applicant **agrees** to submit good faith schedules of transmission and energy in accordance with applicable tariffs.
14. Applicant **certifies** that it will provide for review by Staff on a confidential and proprietary basis data related to contracts for the purchase and sale of electric power and energy;
15. Applicant **certifies** it will procure renewable energy resources as required by Section 16-115D and subsection (d) of Section 16-115 of the Act, or shall certify that Section 16-115D and subsection (d) of Section 16-115 of the Act do not apply to it pursuant to subsection (h) of Section 16-115D of the Act.
16. Applicant **certifies** that it will source electricity from clean coal facilities, as required by Section 16-115(d)(5) of the Act.
17. Applicant **agrees** to adopt and follow rules and procedures ensuring that authorizations received from customers, customer billing records, and requests for delivery service transmitted to utilities are retained for a period of not less than two calendar years after the calendar year in which they were created.
18. Applicant **agrees** to adopt and follow rules and procedures to preserve the confidentiality of its customer's data.
19. Applicant **does not** currently have authority from the Commission to be an ARES.
20. Applicant is licensed as an Energy Supply Company in the State of New York. The applicant has not served any customers in New York, or any other jurisdiction, to date and has received no complaints of any kind, or been named in a lawsuit, regarding provision of any services in the electric or gas industry in any jurisdiction during the last three calendar years. Iron Energy has no affiliates.

LICENSE OR PERMIT BOND

21. Applicant is required to execute and maintain a copy of the license or permit bond in the name of the People of the State of Illinois issued by a qualifying surety or insurance company authorized to transact business in the State of Illinois. The amount of the bond shall equal the amount specified in Part 451.50(a) for the appropriate group of customers the Applicant seeks certification to serve.

See Attachment C.

FINANCIAL QUALIFICATIONS

22. Applicant meets one of the six financial criteria set forth in **451.320(a)(1-6)**, as demonstrated in Attachment **D**.

23. Applicant **will not** provide electric power and energy with property, plant and equipment that it owns, controls, or operates.

TECHNICAL QUALIFICATIONS

24. Applicant **will not** use electric generation, transmission or distribution facilities that it owns, controls or operates in serving customers.

Applicant meets the requirements of Part 451.330 as demonstrated in Attachment E.

The following individuals on Applicant's staff have experience working with Applicant's facilities or an electric generation, transmission, or distribution facility that is substantially similar to the facility that Applicant owns:

Applicant does not own any facilities.

The following individuals on Applicant's staff have experience buying and selling power and energy in wholesale markets:

David Luppino, Bill Glass, Chris Prejean

The following individuals on Applicant's staff have experience working for an entity that is either a member of PJM, a market participant in the Midwest ISO, or has a system operator certificate from NERC, or has earned Certified Energy Procurement Professional status by the Association of Energy Engineers (or equivalent certification):

Bill Glass

Applicant agrees to maintain the following telephone number, fax number, and address where Applicant's staff can be directly reached at all times. Applicant understands that maintenance of an answering service or machine, pager, or similar message-taking procedure does not satisfy this requirement.

Telephone # (512)761-5671

Fax # (888)739-6207

Address 5000 Bee Caves Rd., Suite 106, Austin, TX 78746

MANAGERIAL QUALIFICATIONS

25. Applicant meets the managerial qualifications set forth in Part 451.340, as demonstrated in Attachment F. Attachment F includes an exhibit containing a corporate organizational chart and identifying the persons or agents who are being used to meet each of the requirements of Part 451.340(b).

The following individuals in management positions on Applicant's staff have four years experience with enterprise financial and administration responsibilities including profit and loss responsibilities:

David Luppino, Chad Gallun, Mike Elhaj

The following three individuals in management positions on Applicant's staff have four years experience buying and selling power and energy in wholesale markets:

David Luppino, Bill Glass, Chris Prejean

The following individuals in management positions on Applicant's staff have four years electric system operational experience:

Bill Glass, Chris Prejean

26. Applicant **is** relying on one or more agents or contractors to meet the technical and managerial requirements of Part 451.330. Each agent and contractor on whom the Applicant relies to meet these requirements is disclosed on Attachment **E**. Attachment should include narrative and/or resumes of agent's or contractor's key personnel showing clearly how each applicable technical or managerial experience requirement is being met. Applicant certifies that each such agent or contractor will comply with all the sections of Part 451 that are applicable to the functions to be performed by the respective agent or contractor.

FINANCIAL QUALIFICATIONS FOR SINGLE BILLING SERVICE [451.510]

27. Applicant **does not intend** to provide single billing services

GENERAL PROVISIONS FOR APPLICANTS FILING UNDER SUBPART D [451.310]

28. Applicant **has not** been denied an electric supplier license in any state in the United States.
29. Applicant **has not** had an electric supplier license suspended or revoked by any state in the United States.
30. Applicant **has** other electric supplier license applications pending in the United States:

Applicant currently has a license pending in Texas. Iron had previously planned to simultaneously file Pennsylvania and Ohio along with Illinois;

however Iron subsequently filed Texas and delayed filing in Pennsylvania and Ohio.

31. Applicant **is not** the subject of any lawsuits that were filed in a court of law or formal complaints that were filed with a regulatory agency alleging fraud, deception or unfair marketing practices, or other similar allegations.
32. Applicant **certifies** that its marketing materials which make statements concerning prices, terms and conditions of service contain information that adequately discloses the prices, terms and conditions of the products or services that the Applicant is offering or selling to the customer.
33. Applicant **certifies** that before any customer is switched from another supplier, Applicant will give the customer written information that adequately discloses, in plain language, the prices, terms and conditions of the products and services being offered and sold to the customer.
34. Applicant **certifies** it will provide documentation to the Commission and to customers that substantiates any claims made by the Applicant regarding the technologies and fuel types used to generate the electricity offered or sold to customers.
35. Applicant **certifies** it will provide to the customer itemized billing statements that describe the products and services provided to the customer and their prices, and provide an additional statement, at least annually, that adequately discloses the average monthly prices, and the terms and conditions, of the products and services sold to the customer.
36. Applicant **certifies** it will include materials comprising the consumer education program (pursuant to Section 16-117 of the Act [220 ILCS 5/16-117]) with all initial mailings to potential residential and small commercial retail customers and before executing any agreements or contracts with such customers, and that Applicant will provide these materials at no charge to residential and small commercial retail customers upon request.
37. Applicant **certifies** it will provide to residential and small commercial retail customers on a semiannual basis information on how to obtain a list of alternative retail electric suppliers that have been found in the last 3 years by the Commission (pursuant to Section 10-108 of the Act [220 ILCS 5/10-108]) to have failed to provide service in accordance with the terms of their contracts (pursuant to Section 16-117(g)(4)(C) of the Act).
38. Applicant **certifies** it will maintain sufficient managerial resources and abilities to provide the service for which it has a certificate of authority.

WHEREFORE, Applicant requests that the Commission grant its application for service authority to serve retail residential, small business, commercial and industrial customers in the State of Illinois.

Respectfully submitted,

Iron Energy LLC

By: 

Chad Gallun, COO

Chad Gallun
Iron Energy LLC
5000 Bee Caves Rd., Suite 106
Austin, Texas 78746
(512) 761-5671
chad@ironenergylc.com

VERIFICATION

STATE OF Texas)
COUNTY OF Travis) ss:

Chad Gallun, being first duly sworn, deposes and says that he the
COO of Iron Energy LLC; that he has read the foregoing Application of Iron
Energy LLC, and all of the attachments accompanying and referred to within the
Application; and that the statements contained in the Application and the attachments
are true, correct and complete to the best of his knowledge, information and belief.

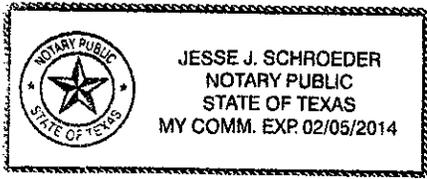


Chad Gallun, COO

Subscribed and sworn to before me
this 23 day of August, 2012.



Notary Public



Iron Energy LLC

Retail Access Application Form

ATTACHMENTS A – F

ATTACHMENT A

Copy of Iron Energy LLC's registration with the Illinois Secretary of State.

See attached



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

APRIL 27, 2012

0392197-2

CAPITOL CORPORATE SERVICES INC
1315 W LAWRENCE AVE
SPRINGFIELD, IL 62704-0000

RE IRON ENERGY LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND THE APPROVED APPLICATION FOR ADMISSION.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF THIS MONTH OF QUALIFICATION NEXT YEAR. FAILURE TO TIMELY FILE WILL RESULT IN A \$300 PENALTY AND/OR REVOCATION. A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT THE ADDRESS ON OUR RECORDS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE. VISIT WWW.CYBERDRIVEILLINOIS.COM TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-45.5**
June 2010

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

Illinois Limited Liability Company Act
**Application for Admission to
Transact Business**

SUBMIT IN DUPLICATE

Type or Print Clearly.

This space for use by Secretary of State.

Filing Fee: \$500

Penalty: \$ - *jd*

Approved:

FILE #: *03921972*

This space for use by Secretary of State.

FILED

APR 27 2012

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: Iron Energy LLC
2. Assumed Name: _____
(This item is only applicable if the company name in item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)
3. Jurisdiction of Organization: Texas
4. Date of Organization: September 26, 2011
5. Period of Duration: Perpetual
(Enter Perpetual unless there is a Date of Dissolution provided in the agreement, in which case enter that date.)
6. Address of the Office required to be maintained in the jurisdiction of its organization or, if not required, of the Principal Place of Business: (P.O. Box alone or c/o is unacceptable.)
5000 Bea Caves Rd 108
Number Street Suite #
Austin, TX 78746
City, State ZIP Code
7. Registered Agent: Capitol Corporate Services, Inc.
First Name Middle Name Last Name
Registered Office: 1315 W Lawrence Ave
(P.O. Box alone or c/o is unacceptable.) Number Street Suite #
Springfield Illinois 62704
City Zip Code
8. If applicable, Date on which Company first conducted business in Illinois: _____

(continued on back)

03921972
04/27/12

LLC-45.5

9. Purpose(s) for which the Company is Organized and Proposes to Conduct Business in Illinois: _____
Retail sale of energy, principally sell electricity and natural gas

10. The Limited Liability Company: (check one)

a. is managed by the manager(s) (List names and addresses.)

David Lupino 5000 Bee Caves Rd, Suite 106 Austin, TX 78746

Chad Gallun 5000 Bee Caves Rd, Suite 106 Austin, TX 78746

Mike Elhaj 5000 Bee Caves Rd, Suite 106 Austin, TX 78746

b. has management vested in the members(s) (List names and addresses.)

11. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

12. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or county wherein the LLC is formed.

13. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: April 27, 2012
Month, Day, Year



Signature

Chad Gallun, Manager
Name and Title (type or print)

If applicant is signing for a Company or other Entity, state Name of Company and indicate whether it is a member or manager of the LLC.

LLC-45.5
Item 12

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



03921972
04/27/12
Hope Andrade
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Iron Energy LLC (file number 801485990), a Domestic Limited Liability Company (LLC), was filed in this office on September 26, 2011.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 27, 2012.



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 419178680003

ATTACHMENT B

Notification to designated in-state agent for each affected utility of Iron Energy LLC's intent to serve customer in the utility's service area.

See attached.

16 July 2012

Iron Energy LLC
5000 Bee Caves Rd., Suite 106
Austin, TX 78746

Thomas S. O'Neill
440 S. LaSalle St., Suite 3300
Chicago, IL 60605

Dear Thomas S. O'Neill,

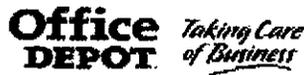
Please be advised that Iron Energy LLC intends to serve electricity in the ComEd Territory as an Alternative Retail Electric Supplier. Our application is currently pending with the Illinois Commerce Commission. If our license is granted we will be serving the residential, commercial and industrial markets.

If you have any questions please do not hesitate to contact me at (512)761-5671 or chad@ironenergyllc.com.

Sincerely,

Chad Gallun
Chief Operating Officer
Iron Energy LLC

Proof of Mailing



Store:
Office Depot Store 02204
Copy and Print
701 S CAPITAL OF TX HWY STE500
WEST LAKE HILLS, TX 78746
5123274387

Employee: od02204

Customer Information:
Office Depot Store 02204
Iron Energy LLC
5000 Bee Caves Rd
Austin, TX 78746
Telephone: 5127815871

Ship Date: 07/18/2012

SKU	Description	Price	Recipient Information
 0016446600005151	Priority Mail Flat Rate Envelope	\$5.15	Robert R Murda 1844 Farry Rd Neperville, IL, 60563, US
	Insured Value Fee:	\$0.00	
	Delivery Confirmation	\$0.00	
	Signature Confirmation	\$0.00	
	Insured Value: \$ 0.00		
Contents: Other : letter Tracking # 9405510200793328507776 Weight: 1.05 LBS Dim: 0.00 in x 0.00 in x 0.00 in Delivery Date: 7/20/2012 * Weight read by scale			
 0016446600005151	Priority Mail Flat Rate Envelope	\$5.15	Gas Regulatory Policy Thomas G Aridas Director 130 E Randolph Dr 22nd Floor Chicago, IL, 60601, US
	Insured Value Fee:	\$0.00	
	Delivery Confirmation	\$0.00	
	Signature Confirmation	\$0.00	
	Insured Value: \$ 0.00		
Contents: Other : letter Tracking # 9405510200830454856399 Weight: 1.05 LBS Dim: 0.00 in x 0.00 in x 0.00 in Delivery Date: 7/20/2012 * Weight read by scale			
 0016446600005151	Priority Mail Flat Rate Envelope	\$5.15	Jackie K Voies Ameren Illinois 200 W Washington St Springfield, IL, 62701, US
	Insured Value Fee:	\$0.00	
	Delivery Confirmation	\$0.00	
	Signature Confirmation	\$0.00	
	Insured Value: \$ 0.00		
Contents: Other : Letter Tracking #: 9405510200881431005897 Weight: 1.05 LBS Dim: 0.00 in x 0.00 in x 0.00 in Delivery Date: 7/20/2012 * Weight read by scale			
 0016446600005151	Priority Mail Flat Rate Envelope	\$5.15	Thomas S O'Neill 440 S LaSalle Suite 3300 Chicago, IL, 60605, US
	Insured Value Fee:	\$0.00	
	Delivery Confirmation	\$0.00	
	Signature Confirmation	\$0.00	
	Insured Value: \$ 0.00		
Contents: Other : Letter Tracking # 9405510200882431109015 Weight: 1.05 LBS Dim: 0.00 in x 0.00 in x 0.00 in Delivery Date: 7/20/2012 * Weight read by scale			

Wednesday, July 18, 2012 11:45:42 am

AMENDED ATTACHMENT C
License or Permit Bond

See attached

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

23 August 2012

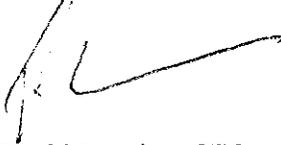
Iron Energy LLC
5000 Bee Caves Rd., Suite 106
Austin, TX 78746
david@ironenergyllc.com
512.745.4740

RE: Permit Bond

Iron Energy LLC is in the process of finalizing the Permit Bond and will file the Bond by September 7th. Iron will notify the ICC immediately if it is unable to file the Bond by September 7th.

If there are any questions or concerns, please contact David Luppino at 512.761.5671 or david@ironenergyllc.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'DL', written over a vertical line.

David Luppino, CEO
Iron Energy LLC

AMENDED ATTACHMENT D

Financial Qualifications

Filed confidentially.

AMENDED ATTACHMENT D

Financial Qualifications

Iron Energy LLC will meet the financial qualifications set forth in Part 451.320(a)(3)

The applicant demonstrates and certifies it is a member of one or more RTOs and purchases 100% of its physical electric energy from the RTOs for delivery to the service territories of the utilities for which the applicant is seeking a certificate.

Iron Energy LLC is a member of PJM and will purchase 100% of its physical electric energy from PJM for delivery to ComEd.

[REDACTED]

[REDACTED]

CONFIDENTIAL

AMENDED ATTACHMENT E

Technical Qualifications

Filed confidentially.

AMENDED ATTACHMENT E

Technical Qualifications

Iron Energy is relying on a contractor to fulfill this requirement. The contract between Iron Energy and Enhanced Energy Services is included below.

Iron Energy has no electric generation, transmission or distribution facilities that it owns, controls, or operates.



Buying and selling power and energy in wholesale markets	>15 years
Scheduling in PJM & MISO	>5 years
Electric system operational experience	>5 years



Iron Energy, LLC certifies that the agents and contractors named here will comply with all Sections of Part 451 applicable to the function or functions to be performed by the respective agent or contractor.

[REDACTED]

This Operational Services Agreement (the "Agreement") is entered into as of this 18th day of

[REDACTED]

Sumbelawa #106 and (collectively, the "PARTIES").
Austriak 78746

WITNESSETH THAT:

[REDACTED]

WHEREAS, each PARTY is, upon information and belief, compliant with all applicable governmental laws, regulations and ordinances and shall strive to remain so.

NOW THEREFORE, in consideration of the mutual covenants and promises which are set forth herein, the parties hereby agree as follows:

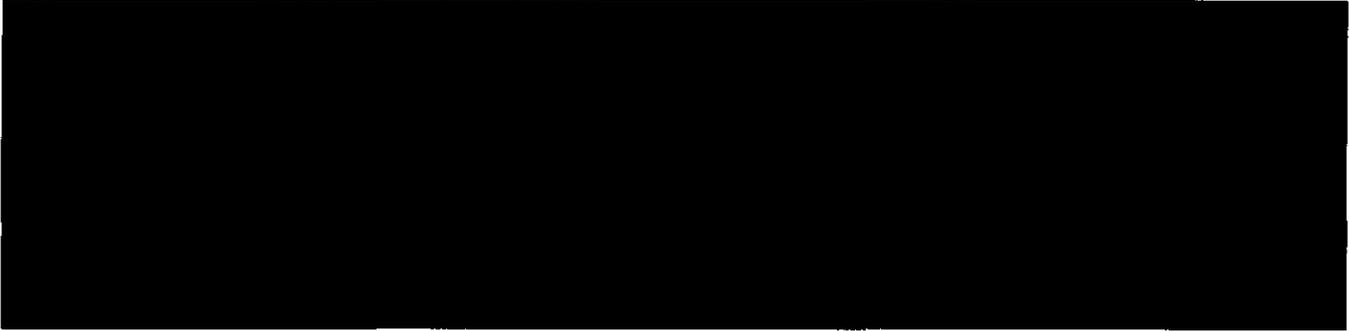
DUTIES, TERM AND COMPENSATION; AMENDMENTS

[REDACTED]

LETTERS OF AUTHORIZATION:

CLIENT shall provide various letters of authorization to be utilized by AGENT in the performance of this Agreement. Upon the termination or expiration of this Agreement, all Letters of Authorization shall terminate and AGENT shall take no further action on behalf of CLIENT. It shall be the responsibility of the CLIENT to inform any and all parties that Agent is no longer providing the Operational and Management Services.

[REDACTED]



MERGER

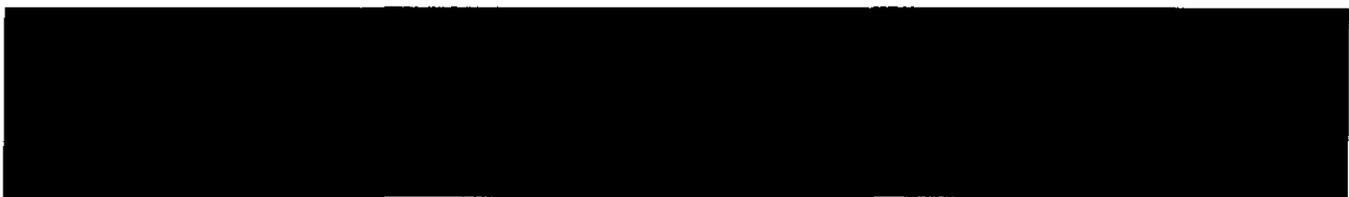
The merger or consolidation of the AGENT or the CLIENT into or with any other entity shall not terminate this Agreement.

INDEPENDENT CONTRACTOR

1. This Agreement shall not render either PARTY an employee, partner or joint venturer with the other for any purpose.
2. The AGENT is and will remain an independent contractor in its relationship with the CLIENT. The consideration set forth herein shall be the sole consideration due to the AGENT for the services rendered hereunder.
3. The CLIENT shall not be responsible for withholding taxes with respect to the AGENT'S compensation hereunder, and will send the AGENT an IRS Form 1099 statement at the end of each calendar year.

SUCCESSORS AND ASSIGNS

The rights and provisions of each of the PARTIES under this Agreement may be assigned with the written consent of the other, which consent will not be unreasonably withheld. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns, if any.



HEADINGS

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

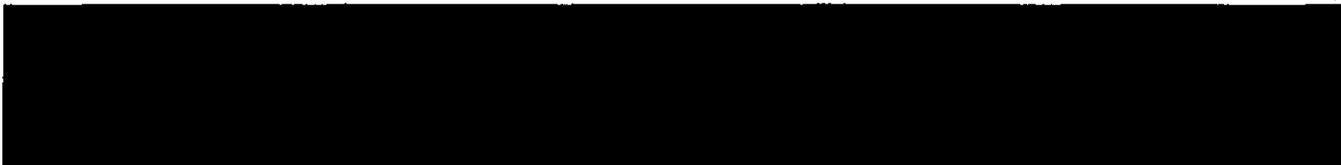


WAIVER

No waiver by either PARTY of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either PARTY of any right under this Agreement shall be construed as a waiver of any other right.

NOTICES

All notices shall be in writing and sent certified mail, return receipt requested to:

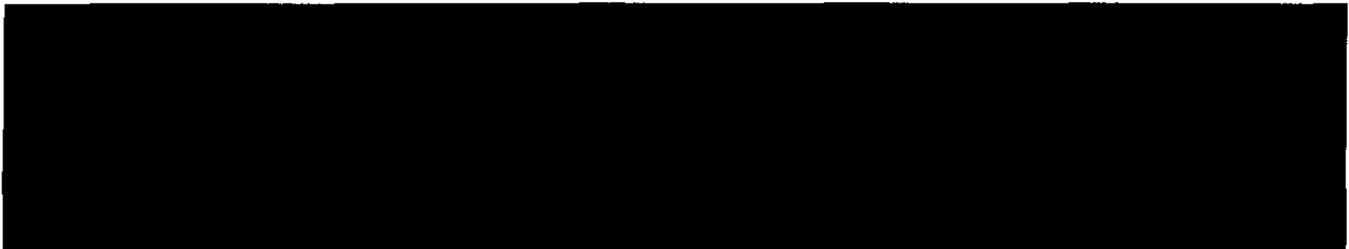
- 
2. If to CLIENT: 5000 Bee Caves, #106
Austin, TX 78746

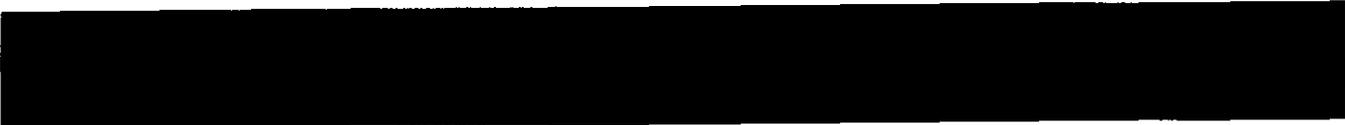
Any PARTY hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

ENTIRE UNDERSTANDING

1. This Agreement and Schedule A attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
2. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in AGENT'S duties or compensation will not affect the validity or scope of this Agreement.

ENFORCEABILITY OF PROVISIONS

1. If any provision contained in this Agreement should be adjudged unreasonable in any legal proceeding, then such provision shall be reduced, limited and or interpreted in such manner as to make said provision reasonable, so as to give effect to the parties' intentions.
 2. If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 



- 2. The AGENT and the CLIENT understand that the information provided to each other and to any third party(ies) is of a sensitive nature and can cause financial damages if such information is not truthful, genuine, verifiable or properly obtained. The AGENT and the CLIENT shall provide truthful, accurate and timely information to each other and potential customers at all times. All information and communications, in any form provided to the AGENT, the CLIENT or any third party(ies) shall not be knowingly or intentionally misleading, counterfeit, or altered in any way in which it can be misleading or false.

ATTORNEY'S FEES AND COSTS

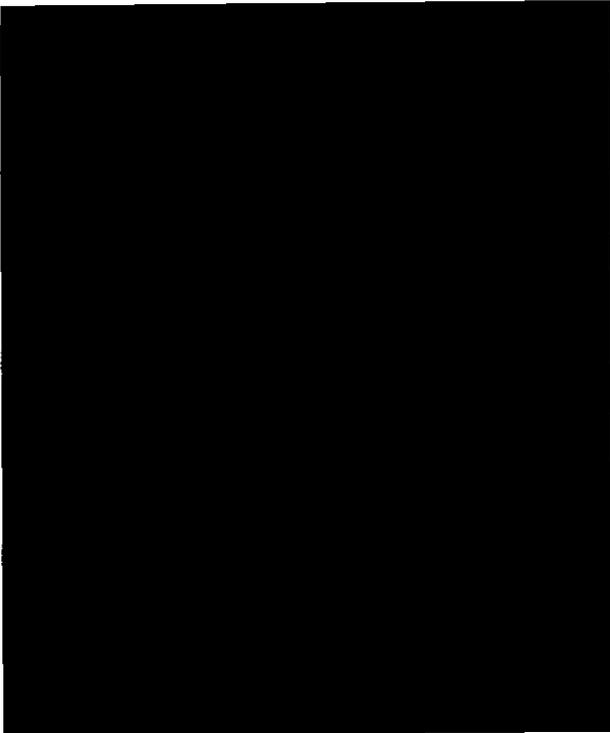
The AGENT and the CLIENT agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all of the prevailing party's expenses related to such action including, but not limited to, reasonable attorney's fees and costs incurred or to be incurred both before and after judgment.

LEGAL

The Client warrants and represents that it has had an opportunity to seek legal advice regarding this Agreement and its obligations hereunder. AGENT represents that it has read and understood each provision herein.

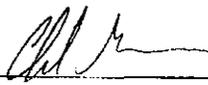
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

AGENT:



CLIENT:

Iron Energy LLC

By: 
Chad Gallun

Title COO

CLIENT Initials



SCHEDULE A

DUTIES



area(s) listed in Schedule A. This shall all be in accordance with all applicable tariffs, procedures and rules, and the list of Utilities may be amended from time to time by mutual consent of the PARTIES and



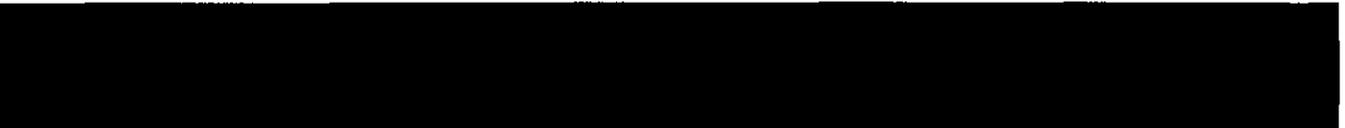
follows:



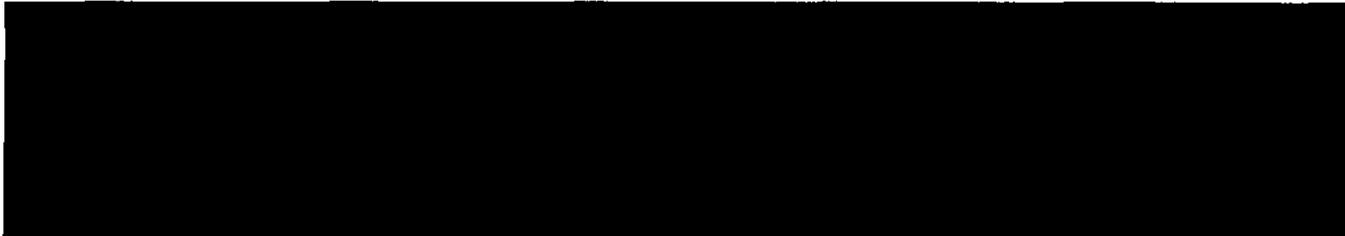
TERM



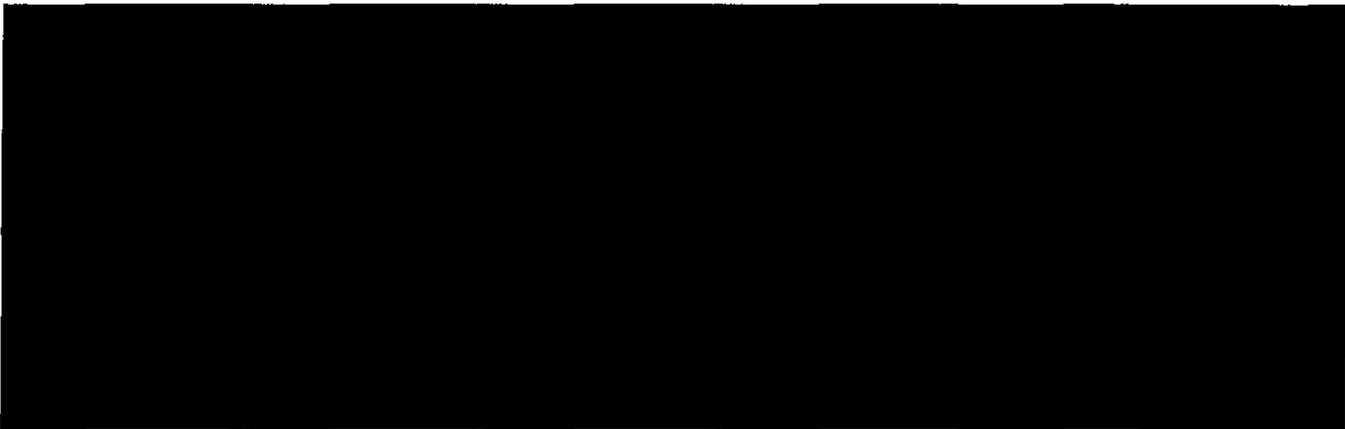
on an annual basis (year to year) until and unless terminated by either Party upon written notice which must be provided no less than sixty (60) days before the latest termination date. Either PARTY may immediately terminate this Agreement for just cause, as set forth under Termination in Schedule A.



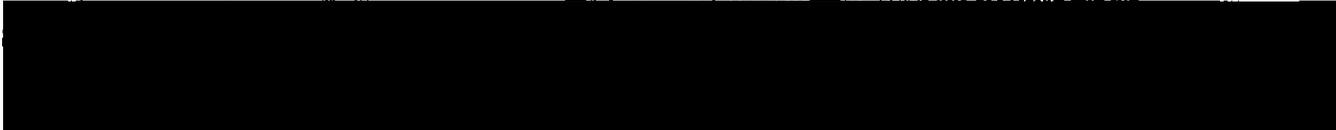
COMPENSATION



- Payment shall be due within 15 days of receipt of the invoice.



In the event that either PARTY terminates this Agreement for cause as defined in subsections 1, 2, or 3 herein, written Notice of Termination shall be provided by the PARTY invoking this provision and the



AMENDED ATTACHMENT F

Managerial Qualifications

Filed confidentially.

AMENDED ATTACHMENT F

Managerial Qualifications

Iron Energy LLC meets the managerial qualifications required as outlined in Part 451.340.

three or more individuals in management positions with four or more years experience with enterprise financial and administration responsibilities including profit and loss responsibilities, four years experience buying and selling power and energy in wholesale markets, and four years electric system operational experience



Financial & Admin including P&L
David Luppino, CEO, Iron Energy LLC

Energy Executive	8 Yrs	Energy contract negotiations	8 Yrs
Retail Electricity Risk Management Strategy & Execution	4 Yrs	Corporate Governance	8 Yrs
Direct P&L responsibility	8 Yrs	Regulatory Compliance	8 Yrs
Corporate Risk Control	10 Yrs		

Mr. Luppino is the CEO of Iron Energy, which he co-founded in August 2011. He has 12 years experience in retail electricity and energy risk management. Mr. Luppino most recently served 4 years as CEO of Simple Power, a Texas Retail Electricity Provider, where among other duties he maintained direct responsibility for regulatory compliance and wholesale risk management. Mr. Luppino co-founded Simple Power in 2007 with Mr. Gallun and Mr. Elhaj. Prior to Simple Power, Mr. Luppino was President & COO of the Alberta Watt Exchange, an electronic energy futures exchange in Calgary, Alberta, Canada. Prior to Alberta Watt Exchange Mr. Luppino worked in Houston and Calgary at Dynegy in various roles in corporate risk control, M&A and commercial asset management. Mr. Luppino received his MBA in Energy Finance from University of Texas at Austin, McCombs School of Business and his BA in International Relations from Pomona College in Claremont, CA.

Chad Gallun, COO, Iron Energy LLC

Retail Electricity Executive	5 Yrs	Corporate Governance	5 Yrs
Retail Energy Systems Design & Operations (CIS/Billing/Reporting..)	5 Yrs	Energy contract negotiations	5 Yrs
Direct P&L responsibility	5 Yrs	Regulatory Compliance	5 Yrs

CONFIDENTIAL

Mr. Gallun is the COO of Iron Energy, which he co-founded in August 2011. Mr. Gallun most recently served as the COO of Simple Power where he was also a co-founder. Prior to Simple Power, Mr. Gallun worked at Motorola for twelve years in various positions of increasing responsibility in design and marketing. Mr. Gallun graduated from Texas A&M University with a BS in Electrical Engineering. He also earned his MBA in Finance and Entrepreneurship from The University of Texas at Austin, McCombs School of Business.

Mike Elhaj, CMO, Iron Energy LLC

Retail Electricity Executive	5 Yrs	Corporate Governance	10 Yrs
Marketing Executive	10 Yrs	Regulatory Compliance	5 Yrs
Direct P&L responsibility	10 Yrs		

Mr. Elhaj is the CMO of Iron Energy, which he co-founded in August 2011. Mr. Elhaj has over 15 years experience in marketing and sales across several industries; including: retail energy, advertising, market research and real estate. Mr. Elhaj was most recently the CMO and co-founder of Simple Power. Mr. Elhaj progressed from the world of real estate sales and management to advertising, research and branding with several agencies in Austin culminating in being a partner at Sentient Services, a start-up Marketing and Research firm that made Inc. 5000 in 2008. Mr. Elhaj received his MBA in Marketing and BA in Kinesiology from the University of Texas at Austin.

Buying & Selling Power & Energy in wholesale markets

David Luppino, CEO, Iron Energy LLC

Please see the above description of experience.

[REDACTED]

[REDACTED]

[REDACTED]

Iron Energy, LLC certifies that the agents and contractors named here will comply with all Sections of Part 451 applicable to the function or functions to be performed by the respective agent or contractor.

[REDACTED]

Iron Energy LLC Organizational Chart

