

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION

22 October 2012

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ILLINOIS COMMERCE
COMMISSION

ORIGINAL

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CHIEF CLERK'S OFFICE

Iron Energy LLC
1114 Lost Creek Blvd., Suite 410
Austin, Texas 78746

Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

RE: Final Order

12-0470

*Report
per Order*

Dear Chief Clerk:

Enclosed for filing with the Illinois Commerce Commission are the amended public versions of Attachments D, E and F. The final proposed order issued on 10/3/2012 requested these attachments be filed within 30 days of the order.

Please let me know if you have any questions or concerns.

Sincerely,



David Luppino
President
Iron Energy LLC

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.

PJM #: ORG ID 26,051

PJM Executed Standard Form of Agreement to Become a Member of the LLC – See Attached

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

1. This Additional Member Agreement (the 'Supplemental Agreement'), dated as of Aug 15, 2012, is entered into among Iron Energy LLC and the President of the LLC acting on behalf of its Members.
2. Iron Energy LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Iron Energy LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Iron Energy LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Iron Energy LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Iron Energy LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

David Luppino
5000 Bee Caves Rd, Ste 106,
Austin, TX 78746 USA

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.
6. The Operating Agreement is hereby amended to include Iron Energy LLC as a Member of the LLC thereto, effective as of August 15, 2012, the date the President of the LLC countersigned this Agreement.
IN WITNESS WHEREOF, Iron Energy LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Member of the LLC
By: Terry Boston
Name: Terry Boston
Title: President & CEO
By: Chad Ballun
Name: Chad Ballun
Title: COO

AMENDED ATTACHMENT E

Technical Qualifications

Iron Energy LLC 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.

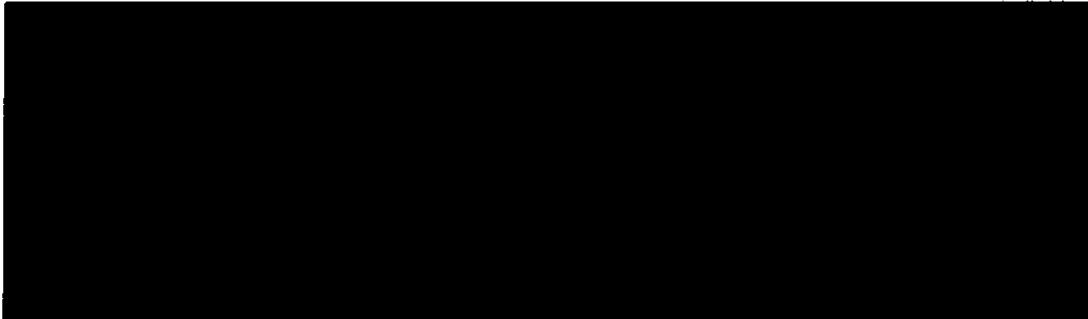
Bill Glass - VP Risk Management & Electric Operations, Enhanced Energy Services

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

Please see the contract between Enhanced Energy Services and Iron Energy below filed under seal.

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.

Iron Energy / Enhanced Energy Services Contract

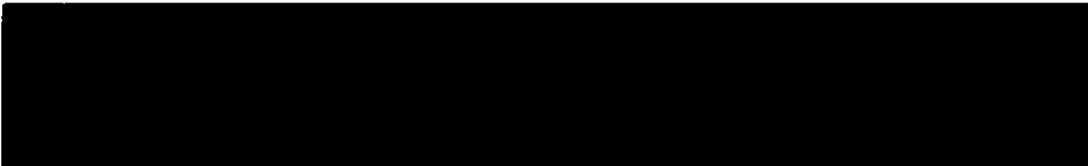


This Operational Services Agreement (the "Agreement") is entered into as of this 18th day of



Sinopec Energy #106 and (collectively, the "PARTIES").
Austin TX 78746

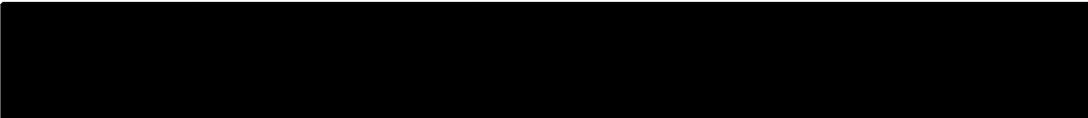
WITNESSETH THAT:



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

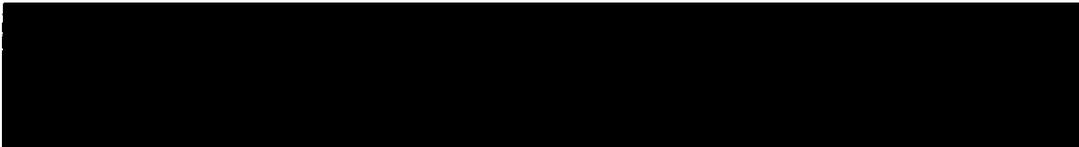
NOW THEREFORE, in consideration of the mutual covenants and promises which are set forth herein, the parties hereby agree as follows:

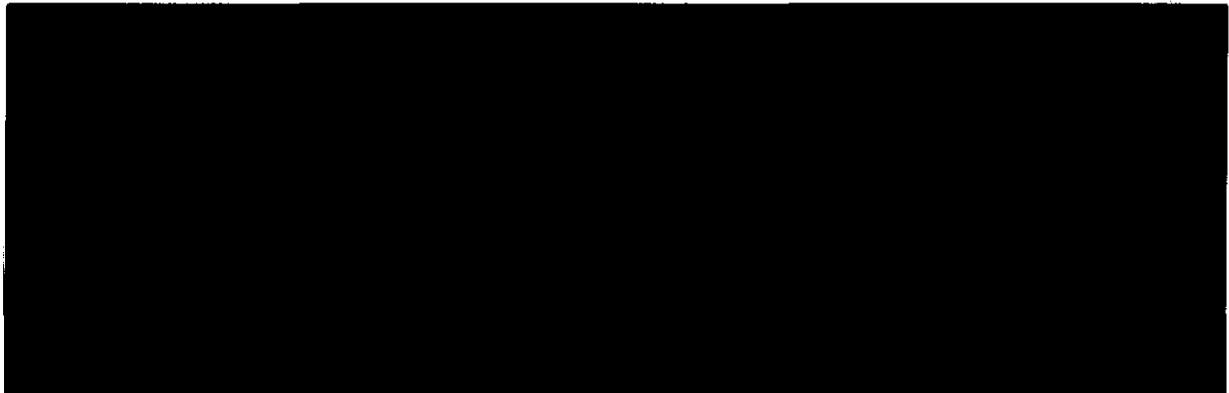
DUTIES, TERM AND COMPENSATION; AMENDMENTS



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.





MERGER

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

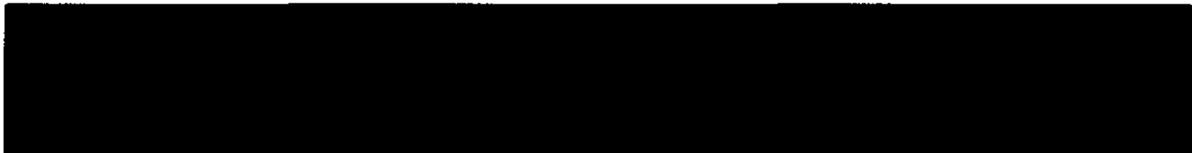
INDEPENDENT CONTRACTOR

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.

CHOICE OF LAW



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

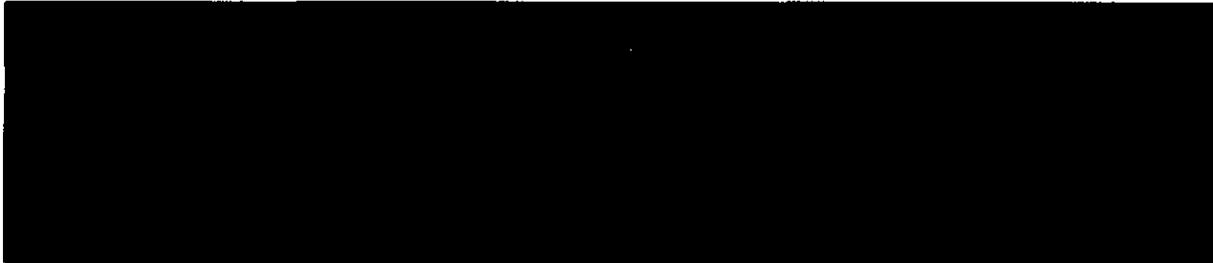
Any PARTY hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

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

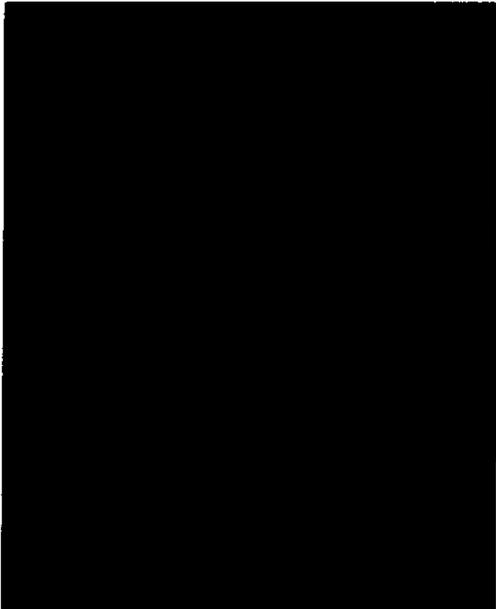
The AGENT and the CLIENT agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all of the prevailing party's expenses related to such action 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.

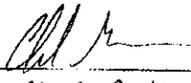
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

AGENT:



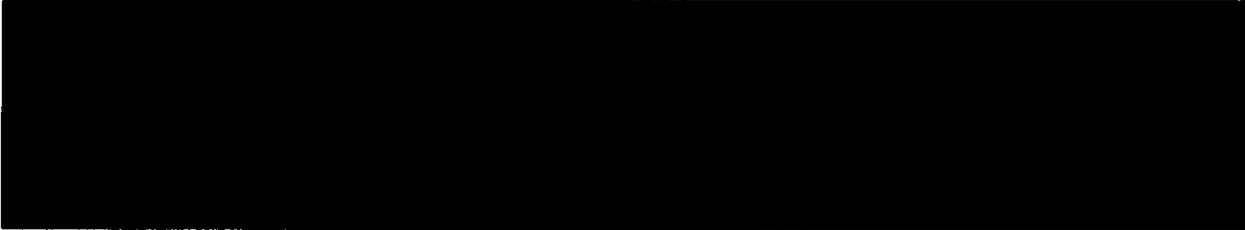
CLIENT:

Iron Energy LLC

By: 
Chad Gallun

Title COO

CLIENT Initials



SCHEDULE A

DUTIES



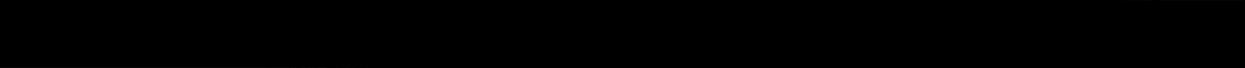
area(s) listed in Schedule A. This shall all be in accordance with all applicable tariffs, procedures and rules, and the list of Utilities may be amended from time to time by mutual consent of the PARTIES and



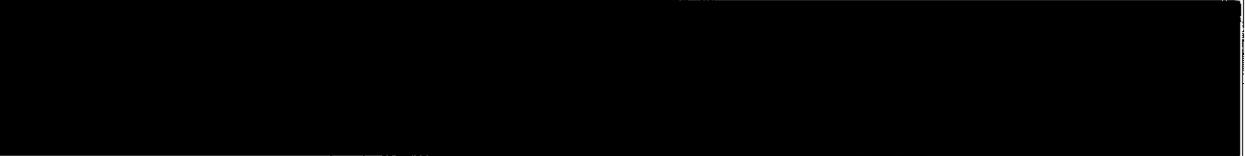
follows:



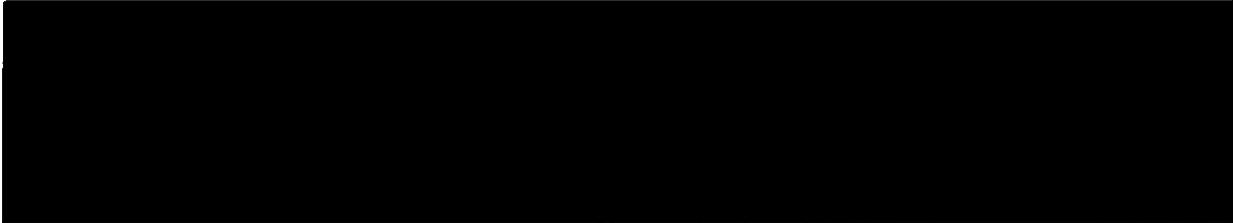
TERM



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.



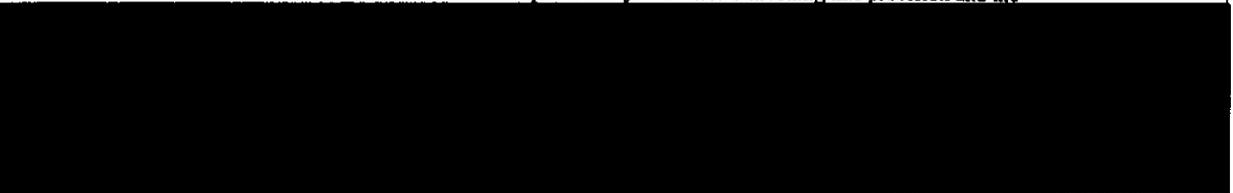
COMPENSATION



- 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

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

Iron Energy is relying in part, on contractors to fulfill this requirement. See Attachment E for the services contract.

Financial & Admin including P&L

David Luppino, President, 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 Dynegey 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

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.

Christopher Prejean, VP Risk Management & Electric Operations, Enhanced Energy Services

Retail Electricity & Natural Gas Operations Experience in Multiple States (NY, NJ, TX, OH, MI, MD, MO, KS, DC, FL, IL)	10 Yrs	Electricity and Energy Management Consulting Services	10 Yrs
Pricing and hedging strategies	15 Yrs		

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.

Iron Energy LLC Organizational Chart

