

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

- Iron Energy LLC is a member of MISO and will purchase 100% of its physical energy from MISO for deliver to Ameren.

955 Jefferson Ave
Valley Forge Corporate Center
Norristown, PA 19403-2497

August 15, 2012

Mr. David Luppino
Iron Energy LLC
5000 Bee Caves Rd, Ste 106
Austin, TX 78746 USA

Dear Mr. Luppino,

Welcome to PJM!

As promised, enclosed are the signed membership agreements for your records. To ensure your needs are met, PJM has assigned Client Manager, Don Williams, as your primary point of contact. He can be contacted at wildid@pjm.com or 610-666-4644. You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you.



Amanda C. Egan
PJM Interconnection

Enclosures

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 July 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.

Members of the LLC
By: Terry Boston
Name: Terry Boston
Title: President CEO
By: Chad Ballin
Name: Chad Ballin
Title: COO



MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.
720 City Center Drive, Carmel, IN 46032

Anastasia M. Heinzelman
Senior Manager, Customer Services
Office: 317-249-5432
Fax: 317-249-5361
Email address: aheinzelman@misoenergy.org

November 28, 2012

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

Dear Mr. Gallun:

Thank you for submitting your Market Participant Application. The processing of your Registration packet has been completed and the Midwest Independent Transmission System Operator, Inc. (MISO) is pleased to welcome you as a Market Participant. Please review your Market Participant obligations as outlined in Section 38.2.5 of the Tariff. This welcome packet includes the following:

- A counter-executed copy of the Market Participant Agreement, also known as Attachment W.
- A counter-executed copy of Section XI- XIV of the Market Participant Application, if applicable.

For additional information on the Midwest ISO and the Midwest ISO Market, please visit the following web address: www.midwestiso.org. This website will provide you with the following resources:

[Educational/Training Material \(or contact training@midwestiso.org\)](#)

[Business Practice Manuals](#)

[Local Security Administrator Policy](#)

[Local Security Administrator Guide](#)

[Midwest ISO Committee Meetings and Presentations](#)

[FTR Information](#)

[News](#)

[Notifications](#)

[Non-Disclosure and Confidentiality Agreements](#)

[Transmission and Market Settlements](#)

[ETP User Guide](#)

[Market Participant Obligations \(Section 38.2.5 of Tariff\)](#)

[Asset Registration Tool User Guide](#)

Further, the Portal, which is located at <https://markets.midwestiso.org/MISO>, provides Market Participants the ability to partake in market activities including but not limited to the submission of bids and offers, download FTR allocations, and access to settlement statements. As a Market Participant, you also have the ability to submit a Service Request or Dispute through the Portal. Service Requests and Disputes are managed daily by both the Customer Service and Market Quality Departments at the Midwest ISO.

Should you have any questions or concerns, please do not hesitate to contact the Midwest ISO's Client Relations Department at 1.866.296.6476, and press option 1. Questions or concerns regarding Information Technology (IT) are addressed 24 hours a day by contacting 1.866.296.6476, and press option 2.

Welcome to the Midwest ISO!

Regards,

Anastasia M. Heinzelman
Senior Manager of Customer Services
Midwest Independent Transmission System Operator, Inc



ORIGINAL



Original Sheet No. 3048

ATTACHMENT W

FORM OF MARKET PARTICIPANT AGREEMENT

- 1.0 This Market Participant Agreement ("MP Agreement"), dated as of 8/23/2012, is entered into, by and between the Midwest Independent Transmission System Operator, Inc., ("Transmission Provider") and Iron Energy LLC ("Market Participant").
- 2.0 The Market Participant has been determined by the Transmission Provider to be a Market Participant as defined in the Tariff.
- 3.0 The Market Participant agrees to supply the Transmission Provider with any and all information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice.
- 4.0 The Transmission Provider agrees to provide services to the Market Participant upon a request by an authorized representative of the Market Participant. The Market Participant agrees to take and pay for the requested services in accordance with the provisions of the Tariff and this MP Agreement.

- 5.0 **Market Participant status under the Tariff shall commence upon execution of this MP Agreement by the Transmission Provider. Service(s) under the Tariff shall commence at the time of the requested service(s) commencement date.**
- 6.0 **This MP Agreement shall terminate on such date as mutually agreed upon by the Parties.**
- 7.0 **The Market Participant shall provide written notification of any unexpected material adverse changes in circumstances that may affect the Market Participant's status as a Market Participant, within twenty-four (24) hours of having learned of the change.**

- 8.0 The Market Participant shall notify the Transmission Provider in writing of any material adverse change in circumstances that the Market Participant learns of or intends to implement and may affect its status at least seventy-two (72) hours prior to the change.
- 9.0 Any notice or request made to either of the parties to this MP Agreement shall be made to the following representatives:

	<u>Transmission Provider</u>	<u>Market Participant</u>
Title:	Contract Administrator	David Luppino
Address:	701 City Center Drive Carmel, IN 46032	5000 Bee Caves Rd, #106 Austin, TX 78746

10.0 The Tariff, in its entirety, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have caused this MP Agreement to be executed by their respective authorized officials.

Transmission Provider

By: Kimberly L. Speck
Name: Kimberly L. Speck
Title: Director
Date: 11/20/2012

Market Participant

By: Chad Gallon
Name: Chad Gallon
Title: COO
Date: 8/23/2012



ORIGINAL

RECEIVED
8/30/12

Section XIV: Certificate Representing Agency Relationship Between Applicant and Scheduling and/or Meter Data Management Agent

In accordance with the terms of the Open Access Transmission and Energy Markets Tariff ("Tariff") of the Midwest Independent Transmission System Operator, Inc ("MISO"), **Iron Energy LLC** ("Applicant") hereby certifies the following as a condition precedent to being permitted to become a Market Participant, as that term is defined under the Tariff:

1. Applicant has a legal relationship between itself and **Ameren Services Company** ("Agent"), and
2. In accordance with the terms of this relationship, Applicant has authorized Agent to serve as a Meter Data Management Agent for the following generation resources and/or demand resources for which Applicant is the authorized Market Participant:

CPNODE Name: AMIL.IRON

Further, Applicant agrees to fully indemnify MISO and its heirs and/or assigns against any adverse consequences or damages arising from the conduct of any of the following entities or persons: (a) the Applicant, (b) the Applicant's employees, contractors, agents, and the like, (c) the Agent, and (d) the Agent's employees, contractors, agents, or the like. Such indemnity shall extend to any and all adverse consequences or damages regardless of whether the actions, or lack thereof, giving rise to such adverse consequences or damages was the result of deliberate acts, malice, recklessness, or negligence.

By signing below, **Chad Gallun**, certifies that he/she is authorized to bind legally Applicant.

Executed, this **22** day of **August**, **2012**.

Chad Gallun
COO

Accepted by MISO:

Anastasia Heindel
Name: *Anastasia Heindel*
Date: *10-22-2012*