

**Exhibit 21 b. PJM and MISO Membership**



2750 Monroe Blvd  
Valley Forge Corporate Center  
Norristown, PA 19403-2497

October 2, 2014

Andrew Luszcz  
Agera Energy LLC  
555 Pleasantville Rd.  
South Building Suite 107  
Briarcliff Manor, NY 10510

Dear Andrew Luszcz,

Welcome to PJM!

As promised, enclosed is the signed membership agreement for your records. To ensure your needs are met, Michelle Souder or Chrise Franks will be your initial point of contact and will reach out to you to welcome you and talk about PJM. She can be contacted at [Michelle.Souder@pjm.com](mailto:Michelle.Souder@pjm.com) or 610-666-4729. You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

Megan McLaverty  
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 10/2/14, is entered into among Agera Energy LLC and the President of the LLC acting on behalf of its Members.
2. Agera 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 Agera 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. Agera Energy LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Agera Energy LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Agera Energy LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Andrew Luszcz  
555 Pleasantville Rd, South Building Suite 107,  
Briarcliff Manor, NY 10510 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 Agera Energy LLC as a Member of the LLC thereto, effective as of October 2, 2014, the date the President of the LLC countersigned this Agreement.  
IN WITNESS WHEREOF, Agera 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: Michael Nurdicht  
Name: Michael Nurdicht  
Title: General Counsel

Application for Membership  
Between  
PJM Interconnection, L.L.C.  
and

Agera Energy LLC

This Application for Membership Agreement ('Agreement') is entered into between PJM Interconnection, L.L.C. ('PJM') and ('Applicant'). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ('Operating Agreement'). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ('Tariff'). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature:

*Michael Nordlicht*

Name:

*Michael Nordlicht*

Title: *Manager*

Date: *7/31/2014*

PJM Interconnection, L.L.C.

Signature:

*Terry Boston*

Name:

*Terry Boston*

Title: *President & CEO*

Date: *10/2/14*



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

February 26, 2015

Agera Energy LLC (AGE)  
555 Pleasantville Road Suite S-107  
Briarcliff Manor, NY 10510

Dear: Mr. Nordlicht and Mr. Luszcz

Thank you for submitting your Market Participant Application. The processing of your application materials has been completed and the Midcontinent 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 MISO and the MISO Market, please visit the following web address: [www.midwestiso.org](http://www.midwestiso.org). This website will provide you with the following resources:

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

[Business Practice Manuals](#)

[Local Security Administrator Policy](#)

[Local Security Administrator Guide](#)

[MISO Committee Meetings and Presentations](#)

[FTR Information](#)

[News](#)

[Notifications](#)

[Non-Disclosure and Confidentiality Agreements](#)

[Transmission and Market Settlements](#)

[FTP User Guide](#)

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

[Asset Registration Tool User Guide](#)

Further, the Market Portal, 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 have the ability to submit a Service Request or Dispute through the Portal. Service Requests and Disputes are managed daily by both the Client Relations and Market Quality Departments at MISO.

Should you have any questions or concerns, please do not hesitate to contact the MISO'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 MISO!

Regards,

Anastasia M. Heinzelman

Anastasia M. Heinzelman  
Senior Manager, Customer Service  
Midcontinent Independent Transmission System Operator, Inc  
Office: 317-249-5432  
Fax: 317-249-5361  
Email address: [ahinzelman@misoenergy.org](mailto:ahinzelman@misoenergy.org)

amh

Adam M. Hungate  
Midcontinent Independent System Operator (MISO)  
Customer Service Analyst II  
[ahungate@misoenergy.org](mailto:ahungate@misoenergy.org)  
317-249-5342