

GABRIELLE A. FIGUEROA
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November 16, 2016

VIA OVERNIGHT MAIL

Pennsylvania Public Utility Commission
Secretary
400 North Street, Keystone Building
Harrisburg, PA 17120

**Re: Vista Energy Marketing, L.P.
Electric Generation Supplier License Application – Supplement
Docket No. A-2016-2569804**

To Whom it May Concern:

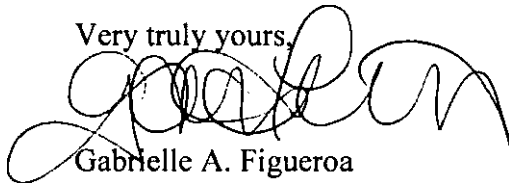
On behalf of our client Vista Energy Marketing, L.P. (“Vista”), enclosed please find a supplement to the original application filed for consideration as an Electric Generation Supplier in the Commonwealth of Pennsylvania. This supplement contains proof of Vista’s membership in PJM Interconnection, LLC.

Vista previously provided the initial licensing fee in the amount of \$350.00, and an original surety bond in the amount of \$250,000.00 with its initial application.

Vista is a technically qualified and financially strong entity whose officers and staff bring strong experience in the retail electricity industry.

Thank you for your attention to this application.

Very truly yours,



Gabrielle A. Figueroa

Enclosures

cc: Luke Gottschalk (via electronic mail only, w/ enc.)

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

Vista Energy Marketing, L.P.

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: *David Ranslem*

Name: David Ranslem Title: Managing Partner Date: 8/16/2016

PJM Interconnection, L.L.C.

Signature: *Megan McQuerty on behalf of Andy Otis*

Name: Megan McQuerty Title: Membership Specialist Date: 11/9/16

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 11/9/16, is entered into among Vista Energy Marketing, L.P. and the President of the LLC acting on behalf of its Members.

2. Vista Energy Marketing, L.P. 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 Vista Energy Marketing, L.P.'s facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Vista Energy Marketing, L.P. agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Vista Energy Marketing, L.P. agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Vista Energy Marketing, L.P. hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Luke Gottschalk
4306 Yoakum, Suite 600,
Houston, TX 77006 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 Vista Energy Marketing, L.P. as a Member of the LLC thereto, effective as of November 9 2016, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Vista Energy Marketing, L.P. and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

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Members of the LLC
By: Megan McLaurety on behalf of Andy Ott
Name: Megan McLaurety
Title: President
By: David Ranslem
Name: David Ranslem
Title: Managing Partner

