

222 MOUNT AIRY ROAD. SUITE 200 BASKING RIDGE, NJ 07920-2335 (P) 908.753.8300 (F) 908.753.8301

GABRIELLE A. FIGUEROA gfigueroa@bmg.law

WWW.BMG.LAW

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

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

RECEIVED

NOV 16 2016

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

RECEIVED

NOV 1 6 2016

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

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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: Da Mural			
Name: David Ranslem	Title: Managing Partner	Date:	8/16/2016
PJM Interconnection, L.L.C. Signature: Magan Myland Name: Magan Mayory	ity on behalf of Title: Membership Specialist	andy Date:	06/5 _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 1 6 , is entered into among Vista Energy Marketing, L.P. and the President of the LLC acting on behalf of its Members.
- 2. <u>Vista Energy Marketing, L.P.</u> 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 <u>Vista Energy Marketing, L.P.'s</u> facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. <u>Vista Energy Marketing, L.P.</u> agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
- 3. <u>Vista Energy Marketing, L.P.</u> agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
- 4. <u>Vista Energy Marketing, L.P.</u> 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 <u>Vista Energy Marketing</u>, <u>L.P.</u> as a Member of the LLC thereto, effective as of <u>November 9</u>, the date the President of the LLC countersigned this Agreement.

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

RECLIVED	By: Members of the LLC averty on behalf of andy Ott Name: Meyon McLaverry Title: President
NOV 1 6 2016	By: Da Runst
PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU	Name: David Ranslem Title: Managing Partner

ORIGIN ID: JVIA (908)
KATHERINE DAILEY
BEVAN MOSCA GIUDITTA
222 MOUNT AIRY ROAD
SUITE 200
BASKING RIDGE, NJ 07920
UNITED STATES US (908) 753-8300 SHIP DATE: 16NOV16 ACTWGT: 1.00 LB CAD: 5099813/INET3790

BILL SENDER

ROSEMARY CHIAVETTA, SECRETARY PA PUBLIC UTILITY COMMISSION **COMMONWEALTH KEYSTONE BUILDING FL 2 RM N201** HARRISBURG PA 17120

544_GICBB1/14E9

(717) 772-7777 ÌNV PO

REF 000293/16096 MEB

DEPT

Fed Ex

THU - 17 NOV 3:00P STANDARD OVERNIGHT

7777 2616 2077 0201

EN MDTA



17120

After printing this label:

- Use the 'Print' button on this page to print your label to your laser or inkjet printer. Fold the printed page along the horizontal line. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in

The state of the grant of the concellation of your FedEx account number.

Wanting charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.