BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE TARIFF APPLICATION OF DOMINION ENERGY UTAH TO MAKE TARIFF MODIFICATIONS RELATING TO TRANSPORTATION SERVICE	Docket No. 18-057-T04

DIRECT TESTIMONY OF ABIGAIL THOMAS

FOR DOMINION ENERGY UTAH

August 1, 2018

DEU Exhibit 1.0

TABLE OF CONTENTS

I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Abigail Thomas. My business address is 333 South State Street, Salt Lake City, Utah.

Q. By whom are you employed and what is your position?

A. I am employed by Questar Gas Company dba Dominion Energy Utah ("Dominion Energy" or "Company") as an Engineer 3 – Commercial Support. My qualifications are included in DEU Exhibit 1.1.

Q. Please describe your experience relevant to this docket?

A. I have worked for Dominion Energy for 12 years. During that time I have worked as an engineer in the System Operations and Analysis group for Dominion Energy Questar Pipeline and the Commercial Support department for Dominion Energy. As part of the commercial support group, I am involved in the day-to-day operations supporting transportation customers from the contracting process through gas flow and end use measurement.

Q. Have you testified before the Utah Public Service Commission ("Commission") before?

A. No. However, I have presented to the Commission in a number of Integrated Resource Plan (IRP) workshops and technical conferences.

Q. Attached to your written testimony are DEU Exhibits 1.1 through 1.5. Were these prepared by you or under your direction?

A. Yes.

Q. What is the purpose of your direct testimony in this Docket?

A. The purpose of my direct testimony is to explain the Company's proposed changes to Sections 3, 4, 5, 10 and the glossary of the Dominion Energy Utah Natural Gas Tariff No. 500 ("Tariff").

Q. What prompted Dominion Energy to consider revising its Tariff?

A. In its Report and Order in Docket No. 17-057-12, the Utah Public Service Commission ("Commission") ordered Dominion Energy to "include a discussion of its interruptible customer rate structures and tariff provisions" in future IRP proceedings. In preparing to do so for the 2018-2019 IRP, it became clear that there was some confusion surrounding the interruptible provisions for all transportation customers. Some customers have also expressed confusion when the Company has called interruptions and/or curtailments. The Company is advancing the Tariff changes in this docket in order to clarify and expressly state its processes for interruptions and what has historically been called "curtailments," and to clarify current business practices. In addition to offering such clarification, the Company also made some non-substantive changes.

Q. Please describe the changes to the Tariff that the Company is proposing in this docket?

A. I have summarized the proposed changes in DEU Exhibit 1.2. Many of the changes were made to clarify the Tariff and to clearly state the Company's current practices. Some of those changes involved the movement or deletion of sections. There are some non-substantive changes including rewording, punctuation and formatting. I will discuss the substantive changes in more detail below. For example, the subsection numbers in section 5 have changed. Throughout this testimony I am using the section numbers in the proposed language provided in DEU exhibit 1.3.

II. HOLD BURN TO SCHEDULED QUANTITY RESTRICTIONS AND INTERRUPTIONS

Q. What is a Hold Burn to Scheduled Quantity restriction and why has the Company proposed to include Tariff provisions related to it?

A. A Hold Burn to Scheduled Quantity restriction, which will be issued through an operational flow order (OFO), is a process much like the process the Company historically used to call a "supply curtailment". The Company suggests using the new terminology "Hold Burn to Scheduled Quantity" because it clearly states what action customers are expected to take. Recent events have prompted the Company to propose the Hold Burn to Scheduled Quantity language shown in DEU Exhibit 1.3. DEU exhibit 1.4 contains the legislative format of the proposed language.

Q. Please describe those historical events.

A. Over the last few years, the Company experienced cold weather events that resulted in interruption of service to interruptible transportation customers. These events have also impacted firm transportation customers. Specifically, the Company has required firm transportation customers to limit their usage to the amount of gas delivered to Dominion Energy's system on their behalf. Those who did not do so were subject to interruption penalties. There was some confusion about such restrictions. In an effort to provide more clarity to all customers, the Company proposes to distinguish between interruptible volumes and firm volumes, and the circumstances and processes associated with interruptions and supply curtailments. We will now refer to supply curtailments as Hold Burn to Scheduled Quantity restrictions.

Q. How does a "Hold Burn to Scheduled Quantity" restriction differ from an interruption?

A. A Hold Burn to Scheduled Quantity restriction is a restriction put on a transportation customer that prohibits it from using more gas than it has scheduled to be received into the

Dominion Energy system. TS Customers will be penalized for any gas used above their scheduled quantity for the gas day. Where an interruption may be called due to capacity constraints on the Dominion Energy system, a Hold Burn to Scheduled Quantity restriction will be called when there are concerns that the scheduled quantities will not meet the customer demand.

Q. How is a customer's scheduled quantity determined?

A. Customers are required to make nominations each gas day for the amount of gas they would like to transport on the Company's system to be delivered to their end-use point. There must also be a matching nomination on an upstream system that interconnects to the Company's system. Once the nomination deadline has passed, the upstream and downstream parties go through a confirmation process. During this process nominations may be reduced for a number of reasons such as supply interruptions or capacity limitations. Once the confirmation process is complete the confirmed nomination is considered a scheduled quantity. The scheduled quantity is expected to physically flow onto Dominion Energy's system, and to the customer. When the Company calls a Hold Burn to Scheduled Quantity restriction, the Customers are required to limit their natural gas usage to the scheduled quantity.

Q. How will the Company communicate with customers about interruptions and Hold Burn to Scheduled Quantity restriction**s?**

A. In the event of an interruption or Hold Burn to Scheduled Quantity restriction, the Company will notify all nominating parties and all customers electronically or via phone using contact information provided. Each year, customers are required to review and update customer contact information including telephone contact information, email contact information, and texting contact information. When the Company calls a Hold Burn to Scheduled Quantity restriction it will send a notification that will explain to customers that supplies are limited, that they can only burn gas scheduled for them that day, and that they should call their marketing agent with questions.

Q. What circumstances that would cause an upstream supply limitation that might result in a Hold Burn to Scheduled Quantity restriction**?**

A. There are many reasons upstream supply may be limited. For example, during cold weather events, well-heads can freeze and temporarily stop producing gas that was intended for Dominion Energy's system. Upstream processing plants can suffer shut-downs for a variety of reasons including cold weather, maintenance, or equipment failure. When events like this occur, it is important that transportation customers use only the gas they have actually delivered to the Dominion Energy system, and that they are not utilizing the limited supplies that the Company has purchased and delivered for firm sales service customers.

Q. To contrast, what kind of operational concerns would cause the Company to call an interruption?

A. Interruptions are called when system capacity is limited. The Company designs its system to have capacity sufficient to serve firm sales and transportation customers. On very cold days, when the Company is utilizing most or all of the system capacity to serve firm customers, it will call an interruption and direct interruptible customers to stop burning. Calling an interruption will relieve capacity constraints on the Company's system. Hold Burn to Scheduled Quantity restriction are not related to these types of system constraints.

Q. How will the Company notify interruptible customers of an interruption?

A. Using the same contact information and methods it uses to issue Hold Burn to Scheduled Quantity restrictions.

Q. How is the Company proposing to penalize customers who do not comply with Hold Burn to Scheduled Quantity restriction**?**

A. Historically, the Company has treated failure to limit usage to a scheduled quantity as a failure to interrupt, and subjected customers who burn above the delivered volumes to the penalties outlined in Section 3.02 of the Tariff. The Company reasoned that, under the Tariff provisions applicable to TS customers, any usage above the volumes delivered on their behalf is "interruptible," and when customers burn above the scheduled quantity during a restriction they are subject to interruption penalties. The updated Tariff language makes clear that when a Customer fails to comply with a Hold Burn to Scheduled Quantity restriction, the Company will impose a $25/Dth penalty plus index based gas cost to incent customers to comply with the Hold Burn to Scheduled Quantity OFO. This is the current applicable penalty that can be assessed to customers who ignore balancing restrictions as outlined in section 5.09 of the current Tariff. This penalty is meant to reimburse sales customers whose gas is being used on days when supply availability is limited.

Q. Have you discussed this methodology with the Nominating Parties?

A. Yes. On February 21, 2018, the Company held a technical conference in Docket No. 18-057-01, where I provided examples of both interruptions and Hold Burn to Scheduled Quantity restrictions, and how penalties would be applied under each. Based on feedback received during the technical conference the Company made changes to the methodology and the examples given. The Company then held a meeting with the nominating parties (including TS Customers' agents and the Utah Division of Public Utilities ("Division")) and discussed the updated methodology. I have attached a copy of the updated presentation that was given at the follow-up meeting as DEU Exhibit 1.5.

Q. Can you provide examples showing how the Company would implement this new methodology?

A. Yes, beginning on page 13 of DEU Exhibit 1.5, I provide examples. On page 13, you can see that the hypothetical customer is an interruptible customer with a daily contract limit of 75 Dth. That customer nominated 75 Dth, and that volume was confirmed to be delivered (meaning its scheduled quantity was also 75 Dth). On this hypothetical day, the Company experienced some system capacity concern resulting in an interruption. That customer must interrupt all of its interruptible volumes and its failure to do so would result in the penalty described on the right-hand side of the page.

To contrast, on page 14, we have a hypothetical interruptible transportation customer with a daily contract limit of 75 Dth, and a scheduled quantity of 75 Dth. On this hypothetical day, the supplies upstream of the Company's system have been limited, and therefore the Company needs to limit customers to their scheduled quantities—meaning that the customers cannot burn more gas than will be delivered to the Dominion Energy system on their behalf. On that day, the Company would call a Hold Burn to Scheduled Quantity restriction, requiring customers to limit their usage to the scheduled quantity. In this hypothetical, the customer matched its usage to the scheduled quantity and did not incur any penalties.

Q. Are firm transportation customers subject to interruption and Hold Burn to Scheduled Quantity restriction**s as well?**

A. Not necessarily. All transportation customers could subject to a Hold Burn to Scheduled Quantity restriction. But the Company will not interrupt firm volumes that have been delivered to its system. I provided illustrative examples in DEU Exhibit 1.5.

On page 15 of DEU Exhibit 1.5, we have a hypothetical firm transportation customer with a firm daily contract limit of 50 Dth, and a total scheduled quantity of 50 Dth. On this hypothetical day, the Company experiences an upstream supply disruption and directs the customer to limit its usage to its scheduled quantity. The Customer burns only its confirmed nomination, and does not suffer any penalties.

On Page 16, we have a hypothetical where the same firm transportation customer, with the same firm daily contract limit of 50 Dth, nominates all 50 Dth but only 40 Dth are confirmed. Perhaps this customer suffered an upstream disruption as well, or some other event resulted in only 40 Dth being delivered to Dominion Energy's system. In this hypothetical, the customer burns 50 Dth which is within its daily contract limit, but is 10 Dth above the volume that was actually delivered to the Company's system on the customer's behalf. That customer would be penalized $25/Dth plus an index based gas cost for burning volumes greater than its scheduled quantity.

Q. What if a firm transportation customer burns *more than* its firm contract limit when a Hold Burn to Scheduled Quantity restriction **is in place?**

A. All volumes above the firm contract limit amount are considered overrun. During a Hold Burn to Scheduled Quantity restriction there is no tolerance for overrun and it is penalized. On Page 17 of DEU Exhibit 1.5, I gave such an example. In this hypothetical, the customer has a firm daily contract limit of 50 Dth, and has had all 50 Dth delivered to the Company's system that day. The Company experienced a supply disruption and has called a Hold Burn to Scheduled Quantity restriction. However, in this example, the customer burns more than its firm daily contract limit. That customer is then subject to a $25/Dth penalty associated with burning above the scheduled quantity for the day *and* a $40/Dth penalty for being in overrun above their contract limit.

Q. What if that same customer had additional interruptible volumes available under its contract?

A. Page 18 of DEU Exhibit 1.5 shows that example. In this case, the customer had a firm daily contract limit of 50 Dth, and had a scheduled quantity of 50 Dth. The customer also had 30 Dth of interruptible daily contract limit, and nominated 25 Dth of that interruptible daily contract limit. The Company called a Hold Burn to Scheduled Quantity restriction. Unfortunately, the customer's interruptible volumes did not arrive at the Company's system. In this example, the customer did not limit its usage to its scheduled quantity (50 Dth). Even though it had nominated the additional 25 Dth, those volumes were not delivered on the customer's behalf. Therefore, the customer is subject to penalties of $25/Dth plus index-based gas cost for failure to observe the restriction, as shown on the right-hand side of page 18. The customer is not penalized for overrun because it has enough daily contract limit. They are only penalized for burning above their scheduled quantity. This highlights that a customer should contract for the amount of gas they plan to burn on a Design-Peak Day.

Page 19 of DEU Exhibit 1.5 shows another variation. In this hypothetical customer had nominated all of its 50 Dth firm daily contract limit, and all 50 Dth was delivered (scheduled). The customer also nominated 40 Dth of its available 75 Dth of interruptible daily contract limit, and 25 Dth of that 40 Dth was confirmed. The Company, in this example, issued a Hold Burn to Scheduled Quantity restriction. The customer observed this restriction and actually burned 75 Dth to match its total scheduled quantity. For purposes of scheduled quantity, the Company allows for the firm and interruptible volumes to be combined for each individual end-use delivery point. If the gas is scheduled to the delivery point the customer is allowed to burn the gas. That customer would not be penalized at all.

Q. Can the Company call an interruption and a Hold Burn to Scheduled Quantity restriction **simultaneously?**

A. Yes. Page 20 of DEU Exhibit 1.5 shows one example of what might occur. In this example, the customer has a firm daily contract limit of 50 Dth, and has nominated the full amount. The customer also has an additional 75 Dth of interruptible daily contract volumes, and has nominated 40 Dth of that amount. On this hypothetical day, the Company has experienced both supply and operational issues, and has called both an interruption of interruptible volumes and a Hold Burn to Scheduled Quantity restriction for firm volumes. The customer in this example burned the full amount of firm scheduled quantities and a portion (25 Dth) of the scheduled interruptible quantities. That customer would be penalized per section 3.02 of the Tariff on all of the interruptible volumes burned because it failed to interrupt when called upon to do so.

On page 21 of DEU Exhibit 1.5, we show a variation of the same scenario. In this example, the customer had the same 50 Dth of firm daily contract limit/firm scheduled quantity. The customer also had the same 75 Dth of interruptible daily contract limit, on which it had nominated 40 Dth of interruptible volumes. In this example, the customer burned above its total scheduled quantity, including all 40 Dth of interruptible volumes. This customer, too, would be penalized for the amount burned above scheduled quantity (15 Dth) and for all interruptible volumes (40 Dth) burned because it failed to interrupt when called upon to do so.

In my last example, shown on page 22 of DEU Exhibit 1.5, the customer nominated its' full firm daily contract limit (50 Dth) and 30 Dth of its additional 75 Dth interruptible daily contract limit. In this example, the Company has called both an interruption and a Hold Burn to Scheduled Quantity restriction. Unfortunately, this customer suffered a supply disruption, and most of its volumes never arrived at the Company's city gate. The customer's scheduled quantity is only 40 Dth but the customer burned 50 Dth (its firm daily contract limit). Because the additional 10 Dth of usage is still within the firm daily contract limit, the customer incurs a penalty for failure to comply with the Hold Burn to Scheduled Quantity restriction. They did not burn above their firm daily contract limit so they do not incur any penalties for failure to interrupt.

Q. Has the Company changed its processes to better accommodate and clarify interruptions and Hold Burn to Scheduled Quantity restriction**s?**

A. Yes. The Company has already begun to require separate nominations for firm and interruptible volumes. This allows the Company to know how much each customer is allowed to flow on each rate schedule each day. The Company also requires nominations to be less than or equal to the daily contract limit for each rate schedule. Most customers employ an agent to input nominations for them. The agents now have more tools to know what a customer is allowed burn on any given day. By having separate nominations for each rate schedule the nominating party can prioritize their nominations in order to make best use of their supply and upstream transportation contracts. This will help the nominating parties limit occurrences of having their nominations reduced during the confirmation process and will improve the reliability of gas being delivered to the system. Under the new process, the Company is better able to notify each customer about any restrictions in that customer's ability to burn natural gas during cold weather events.

Q. Has the Company shared the proposed Hold Burn to Scheduled Quantity Tariff provision with marketers and agents?

A. Yes. The Company received valuable feedback from representatives of both transportation customers and their agents at the February 21, 2018 Technical Conference. Afterward, and in response to some of the feedback, the Company made some changes to its planned approach. The Company held a meeting on March 14, 2018 with marketers, agents, and Division Staff. The new provision was generally well received. Because the Hold Burn to Scheduled Quantity restriction gives the Company greater flexibility in managing its system it also provides more clarity to the marketers and agents about what is expected during cold weather events.

III. PROPOSED TARIFF CHANGES RELATED TO INTERRUPTIONS AND HOLD BURN TO SCHEDULED QUANTITY RESTRICTIONS

Q. In general what changes to Tariff language does the company propose?

A. I have included a summary of proposed changes to the Tariff language in Exhibit 1.2.

Q. What substantive changes does the Company propose to make to Section 3?

A. The commodity portion has been removed from the failure to interrupt penalty in section 3.02.

Q. Why has the commodity cost been removed from this section?

A. During times of interruption the Transportation Service Interruptible (TSI) customers may also be subject to a Hold Burn to Scheduled Quantity restriction and penalties listed in section 5.05. The penalty for burning more gas than scheduled for a day during a Hold Burn to Scheduled Quantity restriction includes the cost of the commodity at the daily market index price. Dominion Energy did not want customers being charged for the commodity twice therefore it was removed from the failure to interrupt penalty.

Q. What substantive changes does the Company propose to make to Section 5?

A. The most significant change is adding the Hold Burn to Scheduled Quantity restriction as discussed above.

Q. Will the new Hold Burn to Scheduled Quantity provisions impact imbalance management?

A. Yes. There are four ways imbalances are managed described in section 5.06. Three of them are consistent with current practice. The Hold Burn to Scheduled Quantity restriction is a new method.

Q. Can you explain why a Hold Burn to Scheduled Quantity restriction **has been added?**

A. As I mentioned earlier, a Hold Burn to Scheduled Quantity restriction will be used during times where Dominion Energy does not have excess gas supply available to transportation customers who do not have enough gas brought to the system that day. The Hold Burn to Scheduled Quantity restriction is intended to address supply problems, not system capacity problems. Sometimes, like on a Design-Peak Day, there may be both a supply concern and a capacity concern. If this happens Dominion Energy will call an interruption of interruptible service along with a Hold Burn to Scheduled Quantity restriction.

IV. OTHER PROPOSED CHANGES TO THE TARIFF

Q. You indicated that the Company proposes some changes unrelated to the issues you've described above. Please describe those changes.

A. The Company is proposing to make change to sections 3, 4, 5 and 10 of the Tariff that either clarify the Tariff to make it consistent with Company practices, removing sections that are no longer applicable, and correcting formatting, grammar and references. These changes are summarized in Exhibit 1.2 and I will provide additional explanation below.

Q. Did the Company propose to rename the rate classes in docket?

A. Yes. In an effort to distinguish more clearly the different rate schedules the Company proposes to rename the rate classes so they are more understandable. A comparison of the rate classes is shown in the table below:

Current Class	Proposed Class
FT-1 (Transportation Bypass Firm)	TBF (Transportation Bypass Firm)
MT (Municipal Transportation Service)	MT (Municipal Transportation Service)
TS (Firm Transportation Service)	TSF (Firm Transportation Service)
TS (Interruptible Transportation Service)	TSI (Interruptible Transportation Service)

The proposed Tariff also contains a paragraph about each type of service available. The Company also proposes to identify interruptible and firm transportation services separately throughout the Tariff.

Q. What other changes are proposed for Section 3 of the tariff?

A. There was some rewording in section 3.02 to clarify the requirement period for additional firm service as well as other clarifications.

Q. What other changes are proposed for Section 4?

A. In Section 4, the Company proposes to add wording to allow customers to sign up for IS service after the February 15th of a year and the requirement that the minimum yearly charge must be assessed prior to the end of the contract year was removed. Additionally, the requirement that IS be recontracted on an annual basis is being eliminated.

Q. What other changes is the Company proposing to section 5 of the tariff?

A. In Section 5.01 the Company proposes to add Liability and Legal Remedies section similar to the existing language in Section 7.02 of the Tariff.

Q. How does the Company propose to address the portion of Section 5.01 entitled "Request for Service?"

A. The Company proposes to split this process to address new customers and existing customers separately. The proposed Tariff language requires existing customers requesting transportation service to identify the meter number and account number in order to clearly identify the meters that are changing types of service. The Company proposes this change in order to reduce confusion about which meters are changing types of service.

The proposed Tariff language also sets expectations and deadlines for customers who wish to receive transportation service for a newly constructed facility. These new customers are required to have a signed contract and installed AC power or other required equipment by the 15th of any given month to be allowed to receive transportation service the 1st of the following month. This gives the Company time to install the telemetry and metering equipment before providing transportation service to the new customer.

Q. Please explain the clarifications the Company is proposing to make to the Transportation Service Agreement subsection of section 5.01.

A. The Company proposes that this agreement will be signed by each Transportation Service customer. These agreements contain terms and data that the Company now proposes to outline in section 5.01. This language also makes clear that a customer cannot nominate to flow more gas than the contract limit on any given day.

Q. What clarifications is the Company proposing to make to the Contract Term and Acknowledgement subsection of Section 5.01?

A. This subsection requires that all contracts will have an end date of June 30th. The Company proposes to deviate from its historical practice of signing contracts with an initial term of a year, regardless of what time of year the contract is signed. The Company believes that having the terms of all transportation contracts run to June 30th of each year will streamline and simplify the process for all customers.

Q. What changes are proposed for the Interruption subsection of section 5.01?

A. This subsection clearly indicates that this only applies to TSI volumes. For periods of interruption customers must abide by the provisions of Sections 3.01 and 3.02 of the Tariff. Arrangements for gas purchase during periods of interruption have not changed.

Q. What changes are proposed for Section 5.02?

A. The Company proposes to change the name of FT-1 to Transportation Bypass Firm ("TBF") to more clearly describe the type of service. The Company also proposes updating this provision to match other rate schedules in Section 5. Agreements would no longer have to have a minimum one-year term.

Q. What changes are proposed for Section 5.03?

A. Municipal Transportation (MT) also had the minimum one-year term provision removed. The provisions regarding balancing have been made consistent across all rate schedules in section 5.

Q. What clarifications does the Company propose in Section 5.04?

A. The Company proposes to expand the TS rate schedule to clearly state that it applies to both TSF and TSI volumes. TSF volumes pay the Firm demand charge and TSI volumes do not. This is not a change to current practice, just a clarification on the rate schedule. Also, the Company proposes a footnote about balancing provisions referring customers to Section 5.06.

Q. Please explain the Nominations Section 5.05.

A. The proposed section for Nominations contains wording that was previously listed beneath the MT type of service. The purpose of including this language is to explain how nominations are accepted and how priority will be given to each type of service in the event that there is a capacity limitation on the Dominion Energy system. If the nominations are higher than the allowable capacity at a point, nominations will be reduced during the confirmation and scheduling process according to the stated priority of service. This is common practice amongst interstate pipelines including Dominion Energy Questar Pipeline, Kern River Gas Transmission, and Northwest Pipeline. Dominion Energy has not needed to schedule nominations at receipt points yet, but needs to be prepared for when that day arrives.

Q. What changes is the Company proposing to Section 10?

A. In Section 10, the Company proposes to delete Utah State sales tax and Municipal Energy Sales and Use Tax rates because the tax rates change frequently, the rates shown in the Tariff are often out-of-date. In an effort to provide customers with the most up to date information, the proposed Tariff language removes these tables and replaces them with the location of the rate tables on the State of Utah's website.

Q. Are there any additional sections that the Company is proposing to change?

A. Yes. The Company has also proposed changes to the glossary to include new definitions related to terms being used in Sections 3, 4, and 5, and to clarify and organize existing terms.

Q. Please summarize your testimony.

A. The Company proposes to make substantive changes to its testimony by adding a Hold Burn to Scheduled Quantity restriction to its Tariff. This will provide more flexibility and clarity for transportation customers and their agents in the future. In addition, the Company proposes other changes to provide clarity and align the express Tariff language with Company's practices. The Company requests that the Commission approve these changes before the winter heating season that begins November 1.

Q. Does this conclude your testimony?

A. Yes.

State of Utah)

) ss.

County of Salt Lake)

I, Abigail Thomas, being first duly sworn on oath, state that the answers in the foregoing written testimony are true and correct to the best of my knowledge, information and belief. Except as stated in the testimony, the exhibits attached to the testimony were prepared by me or under my direction and supervision, and they are true and correct to the best of my knowledge, information and belief. Any exhibits not prepared by me or under my direction and supervision are true and correct copies of the documents they purport to be.

Abigail Thomas

SUBSCRIBED AND SWORN TO this _____ day of August, 2018.

Notary Public

LEORA N. PRICE
Notary Public State of Utah
My Commission Expires on:
August 19, 2018
Comm. Number: 677685