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Received - 2022-11-16 02:36:49 PM
Control Number - 53719
ItemNumber - 344

SOAH DOCKET NO. 473-22-04394
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APPLICATION OF ENTERGY	§	BEFORE THE STATE OFFICE
TEXAS, INC. FOR AUTHORITY TO	§	OF
CHANGE RATES	§	ADMINISTRATIVE HEARINGS

REBUTTAL TESTIMONY

OF

RYAN MAGEE

ON BEHALF OF

ENTERGY TEXAS, INC.

NOVEMBER 2022

ENTERGY TEXAS, INC.
REBUTTAL TESTIMONY OF RYAN MAGEE
SOAH DOCKET NO. 473-22-04394
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1 **I. INTRODUCTION**

2 Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

3 A. My name is Ryan Magee. My business is address 350 Pine Street, Beaumont, Texas
4 77701.

5
6 Q2. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

7 A. I am employed by Entergy Texas, Inc. ("ETI") as a Manager of Public Affairs,
8 previously Manager of Industrial Accounts.

9
10 Q3. ON WHOSE BEHALF ARE YOU SUBMITTING THIS REBUTTAL
11 TESTIMONY?

12 A. I am testifying on behalf of ETI.

13
14 **A. Qualifications**

15 Q4. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL
16 BACKGROUND.

17 A. I have a Bachelor of Science in Electrical Engineering from Louisiana State
18 University and a Master in Business Administration from Louisiana State
19 University, located in Baton Rouge, Louisiana. I started my career with Entergy in
20 2001 with the Baton Rouge Substation group. From 2007 to 2011 I worked as an
21 Account Service Manager for Entergy Services, LLC, working with large industrial
22 customers in Louisiana. During this time my responsibilities included explaining

1 rate schedules to customers, working through billing concerns and creating new
2 contracts. From 2013 to 2017 I worked as an Industrial Account Executive
3 (“IAE”). This role was very similar to the Account Service Manager position, with
4 additional duties including contract negotiation and load forecasting. In 2017, I
5 became the Manager for Industrial Accounts for ETI. In this role, I managed a team
6 of IEAs and continued to work with ETI’s large industrial customers. In 2022, I
7 accepted my current role as Manager of Public Affairs for ETI.

8

9 Q5. WHAT WERE YOUR RESPONSIBILITIES AS A MANAGER OF
10 INDUSTRIAL ACCOUNTS?

11 A. I was responsible for a team of IAEs who each manage an assigned portfolio of
12 customers. The IAEs are responsible for: maintaining local and corporate
13 relationships, contract and billing support, coordination of planned work
14 scheduling, providing technical support for complex issues, and forecasting usage.

15

16 Q6. HAVE YOU TESTIFIED BEFORE ANY REGULATORY AUTHORITIES?

17 A. I filed rebuttal testimony in ETI’s prior rate case, Docket No. 48371, and direct
18 testimony Docket No. 52487, *Application of Entergy Texas, Inc. to Amend Its*
19 *Certificate of Convenience and Necessity to Construct Orange County Advanced*
20 *Power Station.*

B. Purpose of Testimony

Q7. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my testimony in this proceeding is to respond to Texas Industrial Energy Consumers' ("TIEC") recommendations related to the proposed changes in ETI's Interruptible Service ("IS") Schedule and its Standby and Maintenance Service ("SMS") Schedule.

Q8. WHY ARE YOU THE APPROPRIATE PERSON TO SPONSOR THIS TESTIMONY?

A. As stated above, part of my recent responsibilities as an employee of ETI involved working with ETI's largest industrial customers, including understanding their contracts and applicable rate schedules.

Q9. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY AND RECOMMENDATIONS.

A. I recommend the Public Utility Commission of Texas ("Commission") allow ETI to clarify that the off-peak provision does not apply to the IS credit calculation found in the IS Schedule and to adjust the SMS Schedule to include ETI's proposed limitations.

1 **II. RIDER TO SCHEDULE LIPS AND LIPS – TOD FOR**
2 **INTERRUPTIBLE SERVICE**

3 Q10. PLEASE DESCRIBE THE IS SCHEDULE AND ITS PURPOSE.

4 A. Interruptible load is a demand resource over which customers have control by
5 electing to take service from this rate schedule. ETI and/or the Midcontinent
6 Independent System Operator (“MISO”) may call upon participating customers to
7 curtail interruptible load anytime there is a strain on the grid, which may be caused
8 by high load, generation issues, or transmission issues. Qualifying customers
9 contract for interruptible load under a rider to the Large Industrial Power Service
10 (“LIPS”) and LIPS – Time of Day (“TOD”) Schedules (the IS Schedule). In
11 exchange for reducing their demand to their contracted firm load when called upon
12 by ETI or MISO, participating customers receive a credit on their monthly bill. The
13 credit is based on a customer’s contracted Interruptible Power Billing Load amount
14 and notice window. The credit is flat and applied monthly, regardless of whether
15 ETI or MISO actually call upon the customer to curtail in that billing month.
16 Participating in this schedule is 100% voluntary, and it is a popular service among
17 LIPS and LIPS – TOD customers as participation in the schedule is close to
18 capacity.¹ The following is an example of how the IS Schedule works:

19 A customer contracts for 100 megawatts (“MW”) of Total Contract Power,
20 50 MW of firm under LIPS and 50 MW as IS. When ETI has an event that requires
21 the activation of IS customers, notification is provided to the customer of the start

¹ The IS Schedule limits participation to 5.3% of the projected ETI peak demand.

1 time for the event, and at that start time the customer is asked to reduce its operation
2 to the contracted firm load amount. So, if the example customer was operating its
3 facility at 90 MW at 1:00 p.m., and the start time for the event was given as
4 1:05 p.m., the customer would be given notice to reduce its operating load to
5 50 MW by 1:05 p.m. or be in violation of the IS Schedule.

6

7 Q11. A CUSTOMER RECEIVES THE MONTHLY CREDIT REGARDLESS OF
8 WHETHER ETI CALLS UPON IT TO CURTAIL LOAD, BUT WHAT
9 HAPPENS WHEN ETI CALLS UPON A CUSTOMER TO REDUCE LOAD
10 AND IT DOES NOT DO SO?

11 A. Failing to reduce load to the customer's contracted firm amount when called upon
12 by ETI or MISO is a default event under the IS Schedule. The consequences are
13 based on actual operating penalties assessed by MISO after the event occurs. After
14 two events of failure to reach firm demand level, ETI or MISO can remove a
15 customer from participation in the IS Schedule.

16

17 Q12. WHAT IS THE OFF-PEAK PROVISION MR. POLLOCK REFERS TO WHEN
18 DISCUSSING THE IS SCHEDULE IN HIS DIRECT TESTIMONY?

19 A. When Mr. Pollock discusses the IS Schedule, he refers to an "off-peak" provision.
20 This provision is actually found in the LIPS and LIPS – TOD Schedules rather than
21 the IS Schedule itself. Understanding the off-peak provision, requires knowledge

1 of several definitions in the LIPS and LIPS – TOD Schedules. I walk through those
2 definitions next.

3 First, off-peak hours are defined as all hours of the year not defined as
4 on-peak hours. The LIPS Schedule defines on-peak hours as the hours between
5 8:00 a.m. and 10:00 p.m. Monday through Friday beginning May 15 and continuing
6 through October 15 of each year excepting Memorial Day, Labor Day, and
7 Independence Day.

8 The LIPS – TOD Schedule defines on-peak hours during the summer as the
9 hours between 1:00 p.m. and 9:00 p.m. Monday through Friday beginning May 15
10 and continuing through October 15 of each year excepting Memorial Day,
11 Labor Day, and Independence Day. The LIPS – TOD Schedule defines on-peak
12 hours during the winter as the hours between 6:00 a.m. to 10:00 a.m. and 6:00 p.m.
13 to 10:00 p.m. excepting Thanksgiving Day, Christmas Day and New Year's Day,
14 or the nearest weekday, if the holiday falls on a weekend.

15 The LIPS and LIPS – TOD Schedules go on to define Contract Power as
16 the customer's maximum measured 30-minute demand during the 12 months
17 ending with the current month or as defined in Section VII of the rate schedule.

18 With these definitions in mind, the off-peak provision in the LIPS and
19 LIPS – TOD Schedules provides that where a customer's monthly maximum
20 measured 30-minute demand occurs during an off-peak period and is greater than
21 Contract Power, such monthly maximum kilowatt ("kW") load will be reduced by
22 33-1/3% for billing purposes, but will not be reduced to a smaller number of kW

1 than Contract Power, nor less than 2,500 kW. Where the maximum kW load during
2 off-peak periods does not exceed Contract Power, no reduction in off-peak
3 maximum load will be made for billing purposes.

4

5 Q13. WHAT IS THE PURPOSE OF THE OFF-PEAK PROVISION?

6 A. The off-peak provision was designed to allow a customer to use more power during
7 an off-peak period without establishing a new Contract Power.

8

9 Q14. MR. POLLOCK ARGUES ETI SHOULD NOT BE ALLOWED TO REMOVE
10 THE OFF-PEAK PROVISION FROM THE IS SCHEDULE. IS ETI
11 PROPOSING TO REMOVE THE OFF-PEAK PROVISION FROM THE IS
12 SCHEDULE?

13 A. No, ETI is not proposing to remove the off-peak provision from the IS schedule for
14 billing purposes. I discuss this application in more detail below.

15 Separately, ETI never intended the off-peak provisions in the LIPS and
16 LIPS – TOD Schedule to be included in the interruptible credit calculation of the
17 IS Schedule, and the schedule is silent on this point. Over the last several years,
18 customers have interpreted the interruptible credit calculation to include the
19 off-peak provision, resulting in customers not reducing their demand down to the
20 contracted firm load when called upon. ETI recognized that the IS Schedule was
21 less than clear on this point, so it honored the customer's interpretation. It now

1 proposes this change to clarify going forward that the LIPS and LIPS – TOD
2 off-peak provisions do not apply to the credit calculation in the IS Schedule.

3

4 Q15. CAN YOU FURTHER EXPLAIN HOW THESE CUSTOMERS ARE
5 MIS-INTERPRETING THE IS CREDIT CALCULATION WHEN THEY APPLY
6 THE OFF-PEAK PROVISION TO THAT CALCULATION?

7 A. Correctly interpreted, the benefit of the off-peak provision that is stated in the IS
8 schedule is applicable only for billing purposes and is not applicable to determine
9 the firm contract power to which the customer must reduce its load during
10 interruption periods.

11 As an example: A customer contracts for 100 MW of Total Contract Power,
12 50 MW of firm under LIPS and 50 MW as IS. When ETI has an event during an
13 off-peak time that requires the activation of IS customers, notification is provided
14 to the customer of the start time for the event, and at that start time the customer is
15 required to reduce its operation to the contracted firm load amount. So if our
16 example customer was operating its facility at 120 MW at 1:00 p.m., and the start
17 time for the event was given as 1:05 p.m., the customer would be required to reduce
18 its operating load to 50 MW by 1:05 p.m. or be in violation of the IS Schedule.
19 However, by Mr. Pollock's interpretation of IS including the off-peak provision
20 during an interruption period, this customer would only be required to reduce its
21 load to 70 MW during an off peak period, rather than 50 MW, due to the 33&1/3%
22 off-peak provision. This is a 20 MW increase above the firm contract power, which

1 would further burden the system during an emergency period and increase risk to
2 existing firm load customers.

3
4 Q16. SECTION III OF THE IS SCHEDULE STATES “SUCH FIRM CONTRACT
5 POWER IS SUBJECT TO THE OFF-PEAK PROVISION INCLUDED IN
6 SECTION V OF THE APPLICABLE RATE SCHEDULE.” HOW DO YOU
7 RECONCILE THIS SENTENCE WITH YOUR PREVIOUS ANSWER
8 REGARDING THE IS SCHEDULE BEING SILENT ON THE OFF-PEAK
9 PROVISION?

10 A. Section III of the IS Schedule is titled “Billing Amounts” and incorporates the
11 off-peak reference for purposes of the billing requirements outlined in that section.
12 The firm contract value, however, is separately set out in Section VI – Definitions,
13 and is defined as the amount of kilowatts that a customer desires to exclude from
14 interruptions. In the example above, the firm contract value to be excluded from
15 interruption is 50 MW, not 70 MW. However, for billing purposes in the example
16 above, ETI would bill the customer in an off-peak situation, outside of a
17 curtailment, as if the firm contract power was 50 MW, thereby giving the customer
18 the benefit of the 33&1/3% off-peak provision.²

² For example, 1/3rd of 70 MW is approximately 23 MW. Since a 23 MW reduction would put the customer below the 50 MW firm contract level, the firm contract power for billing purposes remains at the minimum value of 50 MW.

1 Q17. WHY DID ETI NOT INTEND FOR THE OFF-PEAK PROVISION TO APPLY
2 TO THE INTERRUPTIBLE CREDIT CALCULATION?

3 A. When ETI registers a customer's interruptible contract power with the system
4 operator (MISO), only one value may be entered for the entire year. ETI cannot
5 change that value with the seasons. Accordingly, the amount of interruptible power
6 designated by the customer is equally available for interruption, regardless of when
7 the interruption occurs during the year. If a customer applies the off-peak provision
8 to the credit calculation, they are not actually reducing to the contracted firm load.
9 The action prevents ETI from fully utilizing its demand resource and makes it more
10 difficult for ETI to plan resource deployment. For example, if an IS customer has
11 contracted for a load of 100 MW of total load, it is up to the customer how much
12 they will designate as IS. So, if this customer knows that 50 MW of load is required
13 to meet the contractual supply obligations to their respective customers, the site
14 should probably not contract for an IS amount that reduces plant operating load
15 below 50 MW. However, the nomination for the IS load amount remains entirely
16 up to the customer, which is a business decision made by the customer.

17

18 Q18. SHOULD THE COMMISSION CHANGE THE IS SCHEDULE TO CLARIFY
19 THAT THE OFF-PEAK PROVISIONS IN THE LIPS AND LIPS – TOD

1 SCHEDULES DO NOT APPLY IN DETERMINING THE AMOUNT OF LOAD
2 THAT IS SUBJECT TO INTERRUPTION?

3 A. Yes. Customers that voluntarily choose to contract for service under the
4 IS Schedule do so knowing (1) there is a chance they could be called on to reduce
5 to their contracted IS value, and (2) the customer will receive a discount for this
6 nomination every month, even if not called on to reduce load. Customers can
7 change the amount of IS service annually. If this change is not made, current
8 IS customers could be removed from the IS Schedule for not meeting MISO
9 requirements of reaching their contract firm load amounts after two failure events,
10 and other Entergy customers would be subjected to higher operating costs.

11

12 Q19. WILL “ELIMINATING” THE OFF-PEAK PROVISION FROM THE IS
13 SCHEDULE FORCE A CUSTOMER TO CURTAIL FIRM LOAD OR
14 INCREASE THE AMOUNT OF FIRM CONTRACT POWER IN ORDER TO
15 MAINTAIN THE SAME LEVEL OF RELIABILITY?

16 A. No. All customers must make a business decision on how they choose to operate
17 their facilities and how much of their load is available to be curtailed. The value of
18 the IS discount as offered by ETI relative to the normal operation of a customer’s
19 facility with respect to the customer’s contractual obligations is already the
20 deciding factor as to how much load a customer is willing to nominate as IS.

1 Q20. WILL CUSTOMERS INCUR SIGNIFICANT ADDITIONAL COSTS IF THE
2 OFF-PEAK PROVISION IS NOT AVAILABLE ON THE IS SCHEDULE?

3 A. This is a customer specific question and cannot be answered simply, but ETI does
4 not believe customers taking service under this schedule would necessarily incur
5 significant additional costs because the interruptible amount is a function of their
6 own designation. It is worth noting that there is a waiting list of customers that
7 would like to take power under the IS Schedule.

8

9 Q21. ON THE OTHER HAND, WHAT HAPPENS IF CUSTOMERS CONTINUE TO
10 INTERPRET THE OFF-PEAK PROVISION TO DETERMINE THE AMOUNT
11 OF LOAD SUBJECT TO INTERRUPTION?

12 A. If customers' misinterpretation of the application of the off-peak provision is not
13 addressed and clarified as proposed by ETI, ETI's ability to effectively plan the
14 system and register the available load with MISO will be hampered, and customers'
15 continued ability to act as demand side resources in MISO may be adversely
16 affected.

17

18 **III. SMS SCHEDULE**

19 Q22. WHAT IS MAINTENANCE SERVICE?

20 A. Maintenance Service is power that is scheduled by the customer with ETI prior to
21 a customer taking their own generating unit off-line due to planned work on the

1 unit. This allows for the site load, typically served by the generator, to be served
2 by ETI while the necessary unit maintenance is performed.

3

4 **Q23. WHAT CHANGES DOES ETI PROPOSE TO MAINTENANCE SERVICE?**

5 A. ETI proposes limitations on the duration and frequency of maintenance service per
6 contract year. ETI also proposes that where a customer has no firm service
7 agreement and takes power that does not qualify as standby or maintenance, the
8 customer will be billed under the GS Schedule and then will be required to contract
9 for firm service.

10

11 **Q24. WHY IS ETI PROPOSING THESE CHANGES?**

12 A. ETI proposes these changes to align the SMS Schedule with its original intent and
13 prevent misuse of the schedule. The change associated with limiting the
14 maintenance service is to remove an unintended interpretation of the tariff that
15 allows the use of the SMS rate by a co-gen operator to buy power at reduced costs
16 for under-performing co-gen units. In other words, the tariff was never intended to
17 allow the operator of a co-gen unit unlimited use of maintenance service.

1 Q25. CAN YOU FURTHER EXPLAIN HOW CUSTOMERS MAY
2 INAPPROPRIATELY TAKE ADVANTAGE OF THIS UNINTENDED
3 INTERPRETATION?

4 A. In the event that a SMS customer has problems with a generating unit, the customer
5 would bring the unit down for maintenance. Depending on the problem, this work
6 could be handled under normal maintenance power; however, if the issue is serious,
7 the maintenance power could be extended for a number of consecutive months. In
8 this situation, power that is extended for numerous months can place a large strain
9 on ETI's ability to deliver power to not only the customer with the generator out of
10 service, but other firm load customers, since that lengthy delivery period of
11 additional power could not reasonably be included in system planning.

12

13 Q26. ARE THESE CHANGES REASONABLE AND NECESSARY?

14 A. Yes. ETI has seen an increase in the number and frequency of Maintenance Power
15 requests, some of which that span for several months or longer. The intent of
16 Maintenance Service was to offer customers an alternative supply for short duration
17 maintenance, not to circumvent the need for firm service contracts.

1 Q27. MR. POLLOCK CLAIMS THAT ETI HAS NOT JUSTIFIED INCREASING THE
2 ADVANCED NOTICE REQUIREMENT FOR MAINTENANCE SERVICE
3 FROM 24 HOURS TO FIVE DAYS.³ HOW DO YOU RESPOND?

4 A. Maintenance on a customer generating unit requires planning and preparation of
5 material and skilled labor. Because of this pre-work, the customer should
6 reasonably know prior to 24 hours that they will take maintenance power from ETI.
7 That extra time period in turn gives ETI longer to study the customer's request for
8 maintenance power.

9
10 Q28. MR. POLLOCK TESTIFIES THAT USING MAINTENANCE SERVICE AT
11 VARIOUS TIMES IN EXCESS OF SIX TIMES OR 90 DAYS PER YEAR DOES
12 NOT REPRESENT A MISUSE OF THE SERVICE. DO YOU AGREE?

13 A. No. ETI has seen customers take maintenance service for times ranging from 3 to
14 8 consecutive months on the low end and sometimes as long as 12 months for the
15 same under-performing unit, thereby avoiding a firm load contract in favor of
16 long-term maintenance periods. An example would be: A customer has a 50 MW
17 generator. The customer notifies Entergy of the need for maintenance and submits
18 a schedule for 50 MW for 30 days. ETI approves the schedule, and the customer
19 takes the unit down for maintenance as planned in January. The customer then
20 submits another request in February, and the same scenario happens. In March the
21 same scenario is repeated. The issue with the unit is larger than a normal

³ Direct Testimony of Jeffry Pollock at 44-45.

1 Maintenance Service issue, but the customer wants to avoid a firm power contract
2 with ETI, and since there is no restriction on Maintenance Service duration, the
3 customer can continue to request lower priced Maintenance Service power.

4

5 Q29. DOES THE FACT THAT MAINTENANCE SERVICE IS TYPICALLY
6 PROVIDED DURING OFF-PEAK HOURS CHANGE YOUR EVALUATION
7 OF WHETHER THE PROPOSED CHANGES ARE NEEDED?

8 A. No. Utilizing maintenance service in the manner described above does not allow
9 for effectively planning for system loading and long term-effects.

10

11 Q30. DOES MISO IMPOSE THE SAME LIMITATIONS ON THE FREQUENCY OR
12 DURATION OF ETI'S MAINTENANCE SERVICE?

13 A. No, but the need for the change is not driven by MISO requirements. It is necessary
14 to prevent a situation where a customer may use SMS for long-term service while
15 the SMS rate is not designed to reflect the costs of such service.

16

17 Q31. DOES MISO PROHIBIT ETI'S PROPOSED LIMITATIONS?

18 A. No.

1 Q32. WHY SHOULD A UTILITY BE ALLOWED TO DETERMINE APPROPRIATE
2 LIMITATIONS ON ITS MAINTENANCE SERVICE?

3 A. To maintain the ability to properly plan and size the appropriate grid connections
4 and to allow for growth and expansion, ETI must have clear boundaries around QFs
5 and the type of service that these customers can reasonably expect from the ETI
6 grid. This allows for ETI to better predict use of power from existing customers
7 and avoid unnecessary upgrades due to uncertainties relating to qualifying facilities
8 (“QF”).
9

10 Q33. DO YOU AGREE THAT SOME CUSTOMERS MAY NEED MORE THAN
11 90 DAYS OR SIX OUTAGES TO COMPLETE NEEDED MAINTENANCE?

12 A. That may be the case for a customer that operates multiple units, but the 90-day/six
13 outages limitation applies to each unit per year. So, for customers with multiple
14 units, the 90 days or six outages will not be calculated collectively across all units.
15 For single units, however, ETI recommends that customers be required to contract
16 for firm power after 90 days or six periods of Maintenance Service. Crystal K. Elbe
17 addresses the cost justifications behind this structure in her rebuttal testimony.

1 Q34. HOW DOES ETI PROPOSE TO TREAT CUSTOMERS WHO NEED MORE
2 THAN 90 DAYS OR SIX OUTAGES TO PERFORM NEEDED
3 MAINTENANCE?

4 A. A firm load contract would be required for maintenance periods that exceed 90 days
5 or six outages in a year.
6

7 Q35. WHY IS THIS A REASONABLE APPROACH?

8 A. This approach helps the system plan for load additions and recover any costs
9 associated with providing firm service to a site.
10

11 Q36. PLEASE SUMMARIZE WHY ETI'S PROPOSED CHANGES TO THE SMS
12 SCHEDULE ARE REASONABLE?

13 A. ETI's proposed changes are adding clarity to the amount of power that ETI could
14 be required to provide to QFs and the amount of power a QF will be limited to
15 receiving. These matters, however, are based purely on the customer's own
16 contract power decisions. Also, the changes will help prevent long-term
17 maintenance cycles where, absent the proposed change, ETI would have to provide
18 long-term firm service without being able to charge a rate reflective of the cost of
19 that service, and without the benefit of gaining firm load contracts, for loads that
20 will be served from the grid for extended periods. The changes would apply in the
21 same manner to all customers taking SMS service and are consistent with the
22 intended scope of the service.

1

IV. CONCLUSION

2

Q37. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

3

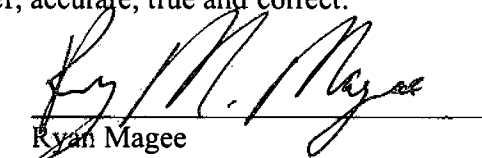
A. Yes.

AFFIDAVIT OF RYAN MAGEE

THE STATE OF TEXAS)
)
COUNTY OF JEFFERSON)

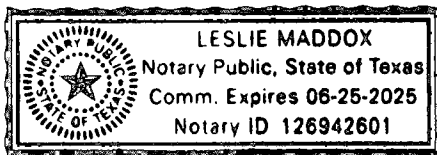
This day, Ryan Magee the affiant, appeared in person before me, a notary public, who knows the affiant to be the person whose signature appears below. The affiant stated under oath:

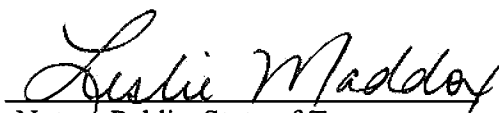
My name is Ryan Magee. I am of legal age and a resident of the State of Texas. The foregoing testimony and exhibits offered by me are true and correct, and the opinions stated therein are, to the best of my knowledge and belief, accurate, true and correct.



Ryan Magee

SUBSCRIBED AND SWORN TO BEFORE ME, notary public, on this the 14th day of November 2022.





Notary Public, State of Texas

My Commission expires:

6-25-2025