

October 21, 2015

**VIA HAND DELIVERY & ELECTRONIC MAIL**

Luly E. Massaro, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: Docket 4576 - 2015 Gas Cost Recovery Filing  
Supplemental Division 1-3**

Dear Ms. Massaro:

On behalf of National Grid<sup>1</sup>, I have enclosed ten (10) copies of the Company's supplemental response to data request Division 1-3 in the above-referenced docket.

This filing is also accompanied by a Motion for Protective Treatment in accordance with PUC Rule 1.2(g) and R.I.G.L. § 38-2-2(4)(i)(B). Therefore, pursuant to PUC Rule 1.2 (g), the Company is enclosing the confidential version of the Company's response, Supplemental Division 1-3 in an envelope marked, **"Contains Confidential Information – Do Not Release."**

Thank you for your attention to matter. If you have any questions, please contact me at 401-784-7288.

Sincerely,



Jennifer Brooks Hutchinson

Enclosures

cc: Docket 4576 Service List  
Leo Wold, Esq.  
Steve Scialabba, Division  
Bruce Oliver, Division

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<sup>1</sup> The Narragansett Electric Company d/b/a National Grid.

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

Paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.



\_\_\_\_\_  
Joanne M. Scanlon

October 21, 2015

Date

**Docket No. 4576 – National Grid – 2015 Annual Gas Cost Recovery Filing  
("GCR") - Service List as of 9/18/15**

<b>Name/Address</b>	<b>E-mail</b>	<b>Phone</b>
Jennifer Brooks Hutchinson, Esq. National Grid 280 Melrose St. Providence, RI 02907	<a href="mailto:Jennifer.hutchinson@nationalgrid.com">Jennifer.hutchinson@nationalgrid.com</a> ;	401-784-7288
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Ann E. Leary Elizabeth D. Arangio Stephen A. McCauley National Grid 40 Sylvan Road Waltham, MA 02541	<a href="mailto:Ann.Leary@nationalgrid.com">Ann.Leary@nationalgrid.com</a> ;	
	<a href="mailto:Elizabeth.Arangio@nationalgrid.com">Elizabeth.Arangio@nationalgrid.com</a> ;	
	<a href="mailto:Stephen.Mccauley@nationalgrid.com">Stephen.Mccauley@nationalgrid.com</a> ;	
	<a href="mailto:Theodore.poe@nationalgrid.com">Theodore.poe@nationalgrid.com</a> ;	
Leo Wold, Esq. Dept. of Attorney General 150 South Main St. Providence RI 02903	<a href="mailto:Lwold@riag.ri.gov">Lwold@riag.ri.gov</a> ;	401-222-2424
	<a href="mailto:Steve.scialabba@dpuc.ri.gov">Steve.scialabba@dpuc.ri.gov</a> ;	
	<a href="mailto:dmacrae@riag.ri.gov">dmacrae@riag.ri.gov</a> ;	
	<a href="mailto:Jmunoz@riag.ri.gov">Jmunoz@riag.ri.gov</a> ;	
Bruce Oliver Revilo Hill Associates 7103 Laketree Drive Fairfax Station, VA 22039	<a href="mailto:Boliver.rha@verizon.net">Boliver.rha@verizon.net</a> ;	703-569-6480
<b>File an original &amp; nine (9) copies w/:</b> Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick RI 02888	<a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov</a> ;	401-780-2107
	<a href="mailto:Patricia.lucarelli@puc.ri.gov">Patricia.lucarelli@puc.ri.gov</a> ;	
	<a href="mailto:Sharon.ColbyCamara@puc.ri.gov">Sharon.ColbyCamara@puc.ri.gov</a> ;	
	<a href="mailto:Todd.bianco@puc.ri.gov">Todd.bianco@puc.ri.gov</a> ;	
Office of Energy Resources Christopher Kearns Nicholas Ucci	<a href="mailto:Christopher.Kearns@energy.ri.gov">Christopher.Kearns@energy.ri.gov</a> ;	
	<a href="mailto:Nicholas.ucci@energy.ri.gov">Nicholas.ucci@energy.ri.gov</a> ;	

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**RHODE ISLAND PUBLIC UTILITIES COMMISSION**

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**Annual Gas Cost Recovery Filing 2015**  
**Docket No. 4576**

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**NATIONAL GRID'S REQUEST  
FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION**

National Grid<sup>1</sup> hereby requests that the Rhode Island Public Utilities Commission (PUC) provide confidential treatment and grant protection from public disclosure of certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by PUC Rule 1.2(g) and R.I.G.L. § 38-2-2(4)(B). National Grid also hereby requests that, pending entry of that finding, the PUC preliminarily grant National Grid's request for confidential treatment pursuant to Rule 1.2 (g)(2).

**I. BACKGROUND**

On October 21, 2015, National Grid filed with the PUC a supplemental response to the Division of Public Utilities and Carriers (Division) Data Request 1-3, which the Company had initially filed on October 8, 2015 in this docket. A Motion for Protective Treatment of the information contained in the un-redacted version of the response to Division Data Request 1-3 is currently pending with the PUC. Division Data Request 1-3 (c) requests a copy of the Asset Management and Gas Supply Agreement (AMA) that was executed with the winning bidder in the Requests for Proposals issued by the

Company for the East-to-West capacity. In its supplemental response to Division Data Requests 1-3 (c), the Company is providing redacted and un-redacted versions of the executed AMA identified as Attachment DIV 1-3(c). The AMA contains confidential and commercially sensitive pricing and other terms. Therefore, National Grid requests that the PUC give the information contained in the un-redacted version of the AMA identified as Attachment DIV 1-3(c) confidential treatment pursuant to Rule 1.2(g)(2).

## **II. LEGAL STANDARD**

The Commission's Rule 1.2(g) provides that access to public records shall be granted in accordance with the Access to Public Records Act (APRA), R.I.G.L. §38-2-1, *et seq.* Under APRA, all documents and materials submitted in connection with the transaction of official business by an agency is deemed to be a "public record," unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I.G.L. §38-2-2(4). Therefore, to the extent that information provided to the PUC falls within one of the designated exceptions to the public records law, the PUC has the authority under the terms of APRA to deem such information to be confidential and to protect that information from public disclosure.

In that regard, R.I.G.L. §38-2-2(4)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

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<sup>1</sup> The Narragansett Electric Company d/b/a National Grid (National Grid or Company).

The Rhode Island Supreme Court has held that this confidential information exemption applies where disclosure of information would be likely either (1) to impair the Government's ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. Providence Journal Company v. Convention Center Authority, 774 A.2d 40 (R.I.2001).

The first prong of the test is satisfied when information is voluntarily provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. Providence Journal, 774 A.2d at 47.

### **III. BASIS FOR CONFIDENTIALITY**

The information contained in the un-redacted version of the AMA identified as Attachment DIV 1-3(c) contains confidential and commercially sensitive pricing and other terms. National Grid is providing the un-redacted version of Attachment DIV 1-3(c) to the PUC and the Division on a voluntary basis to assist the PUC with its decision-making in this proceeding. Disclosure of this information would impact the competitive position of these parties in the marketplace.

### **IV. CONCLUSION**

Accordingly, the Company requests that the PUC grant protective treatment to the un-redacted version of Attachment DIV 1-3(c).

**WHEREFORE**, the Company respectfully requests that the PUC grant its Motion for Protective Treatment as stated herein.

Respectfully submitted,

**NATIONAL GRID**

By its attorney,

A handwritten signature in dark ink, appearing to read "Jennifer Brooks Hutchinson".

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Jennifer Brooks Hutchinson, Esq. (RI Bar #6176)  
National Grid  
280 Melrose Street  
Providence, RI 02907  
(401) 784-7288

Dated: October 21, 2015

**Redacted**  
Supplemental  
Division 1-3

Request:

Re: Witness Arangio's Direct Testimony at page 10, lines 7 through 13, for the East-to-West capacity, please provide:

- a. A complete copy of the Request for Proposal ("RFP") issued August 14, 2015;
- b. A list of the companies that submitted bids in response to the RFP.
- c. A complete copy of the Asset Management and Gas Supply Agreement ("AMA") effective November 1, 2015;
- d. The basis for the Company's selection of Shell Energy North America as the winning bidder.

Response:

- a. Please see Attachment DIV 1-3 (a) for the RFP issued on August 14, 2015.

[REDACTED]

- c. Please see Attachment DIV 1-3 (c) for an executed copy of the Asset Management and Gas Supply Agreement ("AMA") to be effective November 1, 2015.

[REDACTED]



**Asset Management Arrangement ("AMA")  
Transaction Confirmation  
The Narragansett Electric Company d/b/a National Grid**

**TRANSACTION CONFIRMATION**

Date: September 24, 2015

Transaction Confirmation #: \_\_\_\_\_

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer, dated November 1, 2006. This Transaction Confirmation will not become binding until executed by both parties.

**SELLER:**

Shell Energy North America (US), L.P.

Attn: Contracts North America

Phone: 877-504-2491

Fax: 713-265-2171

Base Contract No. \_\_\_\_\_

Base Contract No. \_\_\_\_\_

Transporter: \_\_\_\_\_

Transporter Contract Number: \_\_\_\_\_

**BUYER:**

The Narragansett Electric Company

100 East Old County Road

Hicksville, New York 11801

Attn: Contract Administration

Phone: (516) 545-6068

Fax: (516) 545-5466

Base Contract No. \_\_\_\_\_

Transporters: Algonquin Gas Transmission, LLC  
("Algonquin")

Transporters Contract Number: \_\_\_\_\_

Trader: John Allocca

**Contract Price:** See Special Conditions - Section C Below.

**Term: Begin:** November 1, 2015

**End:** October 31, 2016

**Performance Obligation and Contract Quantity:** See Special Conditions Below.

**Delivery Point(s):** The Delivery Point shall be the Primary Delivery Points of interconnection between Buyer's facilities and the facilities of Algonquin as set forth below or secondary delivery points of interconnection between Buyer's facilities and the facilities of Algonquin as mutually agreed to by Buyer and Seller.

Primary Delivery Point
Meter # 00012 Warren, RI
Meter # 00013 Portsmouth, RI
Meter # 00033 Tiverton, RI
Meter # 00059 Montville, CT

**Special Conditions:**

**A. Definitions**

"Assets" means 10,000 dt/Day of Rate Schedule AFT-1 firm transportation capacity under Algonquin Contract No. 510511-R1 (attached) having primary receipts at Meter #00215 Salem, Massachusetts and Primary Delivery Points and entitlements as follows:

Primary Delivery Point	Maximum MDQ (MMBtu/day)
Meter # 00012 Warren, RI	2,000
Meter # 00013 Portsmouth, RI	6,000



Meter # 00033 Tiverton, RI	500
Meter # 00059 Montville, CT	1,500

"CFTC" means the Commodity Futures Trading Commission.

"Dekatherm" or "Dth" or "dt" means one (1) MMBtu.

"FERC" means the Federal Energy Regulatory Commission.

"Letter of Credit" means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a credit rating of at least "A-" by S&P and "A3" by Moody's, in a form reasonably acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

"Moody's" means Moody's Investors Services, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of McGraw-Hill, Inc.) or its successor.

#### B. Gas Service

1. **Release of Assets:** It shall be a condition precedent to the obligations of the parties under this Transaction Confirmation that Buyer complete a pre-arranged, non-biddable, temporary capacity release of the Assets to Seller at zero reservation charge for the entire Term free of any liens or encumbrances. Buyer shall be responsible for the payment of all demand charges related to the Assets. Except as otherwise provided herein, Seller shall be responsible for all variable costs related to the Assets. If the foregoing condition precedent is not satisfied by November 1, 2015, then Seller may terminate this Transaction Confirmation upon written notice to Buyer and such termination shall be deemed to be an Event of Default under Section 10.2 of the Contract with Seller as the Non-Defaulting Party. Buyer and Seller agree to use commercially reasonable efforts to take, or cause to be taken, all actions and all things necessary, proper or advisable for Buyer to satisfy this condition precedent by November 1, 2015. Buyer agrees that Seller shall not have any liability with respect to the Assets except to the extent such liabilities arise and are attributable to acts or omissions by Seller with respect to the Assets during the Term.

2. **Base-Load Supply:** Each Day during the period from December 1, 2015 through and including February 29, 2016, Seller shall sell and deliver and Buyer shall receive and purchase 3,000 dt/Day at the Delivery Point(s).

3. **Daily Call:** Subject to the nomination requirements set forth in Section D below, for any Day during the Term, Buyer shall have the right to call on a quantity of Gas up to Maximum Daily Call Quantity, and subject to the Maximum Monthly Quantity limitations, as set forth in the table below, and Seller shall deliver the timely requested quantity at the Delivery Point(s).

Month	Daily Base-Load Quantity (dt/Day)	Maximum Daily Call Quantity (dt/Day)	Maximum Monthly Quantity (dt)
November 2015		10,000	200,000
December 2015	3,000	7,000	177,000
January 2016	3,000	7,000	226,000
February 2016	3,000	7,000	226,000
March 2016		10,000	200,000
April 2016		10,000	200,000
May 2016		0	0
June 2016		0	0
July 2016		0	0
August 2016		0	0
September 2016		0	0
October 2016		10,000	200,000

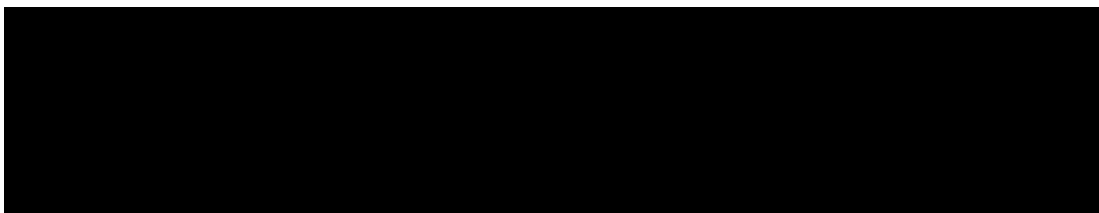
4. **Additional Call:** In addition to the Base-Load Supply and Daily Call specified in B.2. and B.3. above, and subject to the nomination requirements set forth in Section D below, for any Day during the period from June 1, 2016 through and including October 31, 2016, Buyer shall have the right to call on a quantity of Gas up to 10,000 dt/Day at the Delivery Point(s). Seller's delivery obligations under this Additional Call provision and its delivery obligation pursuant to the Daily

Call provision above shall not be cumulative (*i.e.*, Buyer's right to request Gas pursuant to the Daily Call provision shall be reduced by any quantities requested by Buyer pursuant to the Additional Call provision on any Day and only after Buyer has exhausted its rights under the Baseload and Daily Call options).

**5. Termination Option:** If at any time during the Term, Seller fails to deliver Gas required to be delivered hereunder for three (3) or more Days, unless such failure is excused by the Buyer's non-performance or caused by Force Majeure, Buyer shall have the right to terminate this Transaction Confirmation and recall the Assets.

#### C. Price

- 1.
- 2.
- 3.



#### D. Nominations

Buyer shall make all nominations for delivery of Gas verbally or by instant message, email or telephone prior to [REDACTED] Eastern Standard Time on the Business Day prior to the Gas Day on which delivery of Gas is requested (provided that if only telephone is used by the deadline, Buyer shall follow up that call with a confirming instant message or email later that same day). Friday nomination shall be for Saturday through Monday (ratably). Holidays are as determined by ICE and shall be treated the same as weekends (*i.e.*, nominated ratably on Business Day prior to the Holiday.) Buyer, upon its discretion, may arrange for Seller's access and use of the National Grid Electronic Bulletin Board solely for the purpose of confirmation at the Delivery Point of supplies purchased under this Transaction Confirmation.

On any Day where Buyer requests Seller to deliver Gas to Montville, CT Meter # 00059 and unless otherwise agreed to, Seller shall utilize the capacity released pursuant to this AMA for such deliveries requested by Buyer at Montville, CT; any request to utilize alternative capacity to deliver Gas purchased at Montville, CT must be communicated to Buyer no later than 11:30 AM prevailing Eastern Standard Time on the Business Day prior to the Gas Day on which delivery of Gas is requested. Acceptance of changes after 11:30 AM prevailing Eastern Standard Time on the Day prior to the Day of Gas flow shall be at Buyer's discretion.

#### E. Asset Management Fee

[REDACTED]  
in effect (the "AMA Fee"). The AMA Fee shall be reflected on Seller's invoice as an amount payable to Buyer and paid in accordance with Section 7 of the Contract. For avoidance of doubt, Section 7.7 of the Contract shall apply with respect to the netting of the AMA Fee and all amounts due and owing by and among the parties.

#### F. Credit Provisions

Notwithstanding any contrary language contained in the Base Contract, the following credit requirements shall apply with respect to the transactions reflected in this Confirmation.

**Independent Amount.** In the event Seller (i) does not maintain a credit rating of at least BBB- from S&P or Baa3 from Moody's, or (ii) is unrated, Seller shall provide Buyer with an Independent Amount in the form of either (a) cash, or (b) a Letter of Credit, in either case, in an amount equal to 10% of the Seller's Exposure (as defined in Section 10.1 of the Contract but without deducting any Adequate Assurance of Performance held by Buyer) to Buyer; provided however, that the potential mark to market exposure shall be zero (0) when Seller's price is set at the Gas Daily Index.

**Performance Assurance Requirement.** As "Performance Assurance Requirement," a party shall provide Adequate Assurance of Performance (as defined in Section 10.1 of the Contract) in an amount equal to the amount of Exposure to the other party; provided, however, that the Adequate Assurance of Performance for a party shall be determined to be zero (0) if (i) on the relevant date such party maintains a Credit Rating of at least BBB- from S&P or Baa3 from Moody's and (ii) no Event of Default with respect to such party has occurred and is continuing. A party may provide "Performance Assurance Requirement" in the form of either (a) cash, or (b) a Letter of Credit.

#### G. Asset Management Arrangement

Except as otherwise expressly provided herein, Buyer also agrees that Seller may utilize the Assets during the Term as Seller in its sole discretion shall determine and for Seller's sole benefit and that Buyer shall not be entitled to any portion of any profits or

income realized by Seller therefrom; provided that, the foregoing shall not entitle Seller to fail to perform its obligations set forth in this Transaction Confirmation.

Buyer acknowledges that Seller neither has nor undertakes any fiduciary or other special duty to Buyer hereunder. The rights, liabilities, responsibilities and remedies of the parties with respect to the subject matter of this Transaction Confirmation shall be exclusively those expressly set forth herein. Neither party is, or will represent itself as being, a partner of, or agent or fiduciary for, the other party with respect to the Assets or otherwise.

The parties agree that this Transaction Confirmation along with the temporary capacity release of the Assets described in Article 1 above are an Asset Management Arrangement pursuant to the Federal Energy Regulatory Commission's Order 712, 712-A, and 712-B. All required postings of the temporary capacity release of the Assets shall be done in accordance with Order 712, 712-A and 712-B. Buyer agrees that it shall provide a copy of the terms, conditions, and information to be included in all such capacity releases postings, prior to posting such on the applicable pipeline(s) EBB, for Seller's review and approval, which approval shall not be unreasonably withheld.

It shall be an Event of Default under the Contract with Buyer as the Defaulting Party if the Assets are recalled by Buyer for any reason other than an Event of Default by Seller hereunder and termination of this Transaction Confirmation.

In the event either Party terminates the Transaction Confirmation, Buyer shall recall and be responsible for, and assume all rights and obligations for, the Capacity as of such date of termination.

Buyer agrees that Seller shall not have any liability with respect to the Assets except to the extent such liabilities arise and are attributable to acts or omissions by Seller under the Assets during the Term. Buyer agrees that, during the Term when the Assets are released to Seller, that Buyer will not agree to any modification or amendment of the underlying contracts for the Assets, without the obtaining the prior written consent of Seller, such consent not to be unreasonably withheld, delayed or conditioned.

In the event of the occurrence of an Early Termination Date as a result of an Event of Default by Buyer, Buyer shall pay Seller the AMA Termination Expenses (defined below) in addition to any Net Settlement Amount owed under the Contract. For the purposes of this Transaction Confirmation, the "AMA Termination Expenses" shall mean an amount equal to any costs to unwind this Transaction Confirmation including any financial hedge transactions or physical forward transactions it has entered into with respect to the Assets. Notwithstanding the foregoing, the AMA Termination Expenses shall not include any costs or expenses, which are duplicative of any costs or expenses which are already included in the Net Settlement Amount.

#### **H. Replacement Index**

If the Contract Price is based on a published index (the "Index Price") and during the term of this Contract (i) the applicable publication is no longer published and no successor is named, or (ii) the applicable publication ceases to publish or update a price report providing the information specified in the definition of the Index Price, or (iii) the applicable publication materially alters the basis upon which the Index Price is determined and reported (the date that the first of such events occurs being herein called the "Redetermination Date"), then the parties shall promptly meet, following the request of either party, to negotiate in good faith in or to agree upon an alternate publication for the purposes of determining the Index Price. If the parties fail to agree on an alternative price or reference publication within thirty (30) days of the Redetermination Date, then the Index Price will be determined with each party obtaining a good faith quote from a leading, investment grade, non-affiliated dealer in the relevant market and averaging the two quotes.

#### **I. Changes in Law**

The Parties understand and acknowledge that FERC has adopted rules associated with asset management arrangements. If the FERC, CFTC or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, the parties shall negotiate in good faith an amendment to this Transaction Confirmation or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other or either party may terminate this Transaction Confirmation upon 10 days Notice to the other party.

#### **J. Conflicts**

To the extent there are conflicts between this Transaction Confirmation and the Base Contract, such conflicts will be resolved in favor of this Transaction Confirmation.

#### **K. Regulatory Conditions Precedent**

Seller's obligations hereunder are subject to and conditioned upon Buyer agreeing to the Commodity Trade Option Representations (set forth below) and returning a signed copy of this Transaction Confirmation to Seller within two (2) business days (collectively the "Conditions Precedent"). Seller, in its sole discretion, may elect to waive such Conditions Precedent.

Commodity Trade Option Representations: To the extent that this transaction (alone or combined with related

transaction(s)) (the "Transaction") is deemed by either party or by the Commodity Futures Trading Commission ("CFTC") to be a commodity trade option under part 32 of the CFTC's regulations (including certain forward transactions with volumetric optionality that are not excluded from the definition of "swap"):

The seller of the option represents to the buyer of the option that in connection with this Transaction, the seller of the option is either (i) an eligible contract participant ("ECP") as defined in section 1a(18) of the Commodity Exchange Act ("Act") and the regulations of the Commodity Futures Trading Commission ("CFTC"), or (ii) a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this Transaction, or the products or byproducts thereof, and is offering or entering into this Transaction solely for purposes related to its business as such.

The buyer of the option represents to the seller of the option that in connection with this Transaction the buyer of the option is a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this Transaction or the products or by-products thereof and is offering or entering into this Transaction solely for purposes related to its business as such.

Each party represents to the other that this Transaction is intended to be physically settled so that, if exercised, the option would result in the sale of an exempt commodity for immediate or deferred delivery.

Seller:

By:

Name:

Title:

Date:

*[Signature]*  
Mark Sheen  
Vice President  
10/6/15

Buyer: The Narragansett Electric Company d/b/a National Grid

By:

Name:

Title:

Date:

*[Signature]*  
John V. Vaughn  
Authorized Signatory  
10/05/2015 *[Initials]*