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MISSOURI PUBLIC SERVICE COMMISSION

FILE NO. ET-2018-0063

SUPPLEMENTAL DIRECT TESTIMONY

OF

STEVEN M. WILLS

ON

BEHALF OF

UNION ELECTRIC COMPANY

d/b/a Ameren Missouri

St. Louis, Missouri
April, 2018

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OF

STEVEN M. WILLS

FILE NO. ET-2018-0063

I. INTRODUCTION

Q. Please state your name and business address.

A. Steven M. Wills, Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "Company"), One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103.

Q. What is your position with Ameren Missouri?

A. I am the Director of Rates & Analysis.

Q. Are you the same Steven Wills who previously filed direct testimony in this case?

A. Yes, I am.

II. PURPOSE OF TESTIMONY

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

A. My testimony describes the terms of the Non-Unanimous Stipulation and Agreement ("Stipulation") entered into by nearly all of the parties to this case. The Stipulation reflects those parties' agreement on the terms and conditions of Ameren Missouri's proposed Renewable Choice Program (the "Program"), which would provide a voluntary, subscription-based renewable energy service to customers meeting certain qualifying criteria. I also describe the rationale from the Company's perspective for several provisions of the Stipulation and provide overall support for the Commission's approval of a program that reflects the terms and conditions set forth in the Stipulation. Ultimately, my testimony recommends that the Commission approve the Program on the terms and conditions provided for in the Stipulation which will provide benefits for multiple parties.[1]

Q. What parties are signatories to the Stipulation?

A. The signatories comprise a broad and diverse group of parties with a variety of interests and perspectives on the topic that have come together to collaborate and agree upon Program terms and conditions. They include the Company, the Commission Staff ("Staff"), the Missouri Division of Energy, Walmart, the Missouri Industrial Energy Consumers, the Sierra Club, Renew Missouri, Wind on the Wires, and the National Resources Defense Council.[2]

Q. Please provide a very brief recap of the Program as originally proposed by the Company.

A. For full details, please see my direct testimony in this case, but I will recap at a high level here. The Program is a voluntary, subscription-based program that allows interested eligible customers to enroll to receive renewable energy service from a new wind resource to be developed for and dedicated to the Program. Wind energy will be produced from this resource on behalf of subscribers in amounts associated with the level of load subscribed, and sold into regional wholesale energy markets. Subscribers will pay

[1] I should note that I understand that given the Office of the Public Counsel's ("OPC") objection to the Stipulation, the Commission cannot simply approve it. However, counsel advises me that the Commission can, based upon the record made in this case, approve the Program on the terms reflected in the Stipulation if the Commission determines that those terms are appropriate, and I urge the Commission to do so.

[2] There are three other parties, Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company (both of which have no objection to the Stipulation), and OPC.

a fixed price per megawatt-hour ("MWh") for the wind energy produced, and then receive a credit for the variable revenues derived from the sale of that energy into wholesale markets. These customers will still pay for their base electric service including applicable riders exactly as they do today. The net settlement of the renewable energy (the fixed cost of producing/procuring the power offset by the variable revenues from its sale) is included on the subscribing customer's bill as a charge or credit (it could be either depending on the market price of the energy sale relative to the fixed price offered to the subscriber) on top of the existing bill. The subscribing customer receives the benefit of the Renewable Energy Credits ("RECs") that arise from the generation output of the wind facility. These basic Program features continue to be reflected in the Stipulation's terms.

III. STIPULATION AND AGREEMENT TERMS

Q. What issues are addressed by the Stipulation?

A. The Stipulation is global, in the sense that it resolves all issues in the case among the signatories and recommends approval of the Program on the terms and conditions contained within it. The significant terms and conditions detailed in the Stipulation generally relate to the following issues or topic areas:

- Terms and conditions for wind generation assets that may be owned by the Company as a part of the Program, including pricing, the portion of the total Program capacity that can be owned by the Company, and filing requirements and approval processes for Company-owned Program assets;
- Charges applicable to subscribers for the recovery of the costs of administering the Program;

- Regulatory accounting and ratemaking treatment of the Program costs and revenues, including detailed provisions to apportion the risk of changes in costs and revenues associated with Company-owned wind assets from the levels used to establish subscription prices;
- Treatment of Program assets in the Company's Integrated Resource Plans ("IRPs");
- Provisions for the treatment of Program resources that become unsubscribed due to a customer terminating its subscription or the term of subscriptions ending before the end of the useful life of Company-owned Program assets, or before the end of the term of any Power Purchase Agreement ("PPA") entered into for the Program; and
- Various other miscellaneous issues that arose during discussions among the parties about the Program as originally proposed.

Q. Please discuss the first bullet point from your previous answer regarding terms and conditions associated with Company ownership of Program wind generation.

A. The Program (as originally proposed and under the Stipulation's terms) is available until subscriptions reach a level that requires the development of more than 400 megawatts ("MW") of nameplate capacity of wind generation. Program assets may either be owned by the Company or contracted through a PPA. The Stipulation's terms restrict Company ownership to a maximum of 250 MW out of the 400 MW total possible

Program capacity, requiring the remaining capacity to be procured through PPAs.[3] For Company-owned Program assets to be located in Missouri, the Company must file for a Certificate of Public Convenience and Necessity ("CCN") and if the asset is to be located outside Missouri, the Company must file the relevant information that would have been required for a CCN if the project were to be located in Missouri. Following the filing of the CCN or CCN information (90 days later), the Company will also file a "Not-to-Exceed" price that represents a cap on the fixed price that subscribers will be offered for wind power from that resource upon enrollment in the Program. The signatories are proposing that the Commission approve a pricing template that they have agreed is appropriate for calculation of that price. The template has several inputs that would be customized to the specific wind project at the time the price is calculated. The Stipulation's terms also call for timelines for the Staff and other parties to review the CCN materials and pricing to confirm they meet the agreed-upon terms and provides for processes to work through issues identified by Staff or others if they are unable to give that confirmation. Upon approval of that "Not-to-Exceed" price, enrollment in the renewable energy block would officially commence. Prior to service commencing from a wind resource, any inputs to the pricing template that were not based on final information at the time the Not-to-Exceed price was calculated would be updated and the final pricing would be filed with the Commission and again reviewed by Staff and other parties?

Q. Please discuss the second bullet point which pertains to recovery of Program administrative costs from subscribers.

[3] There is no minimum restriction placed on Company ownership, meaning it is possible for the entire 400 MW to be procured through PPAs.

A. When the Company originally filed the Program terms, it estimated what it believed the approximate administrative costs would be per MWh served under the Program and proposed an Administrative Cost Recovery Component in the tariff sheets implementing the Program designed to cover that cost. Upon discussion with the signatories, it was decided that the costs for each renewable block served under the Program should be estimated closer to the time that service is to be offered to customers, presumably with more complete and better information available. This should increase the accuracy with which that charge reflects the actual costs that are incurred in running the Program. To give potential subscribers some certainty regarding the costs that will be involved with the Program, the signatories agreed to a range that the Administrative Cost Recovery Component must fall within. That range is $0.05 - $0.35 / MWh.

Q. Please discuss the third bullet regarding regulatory accounting and ratemaking provisions.

A. This is the lengthiest and most complex part of the Stipulation and I will address it in Section IV of my testimony below.

Q. Please discuss the fourth bullet regarding treatment of Program generation in future IRP analyses.

A. Wind generation assets that are dedicated to subscribers in the Program will not be included as part of the generation portfolio used by the Company to provide basic service to its retail load. Recall that the output of the generation dedicated to the Program is sold into wholesale energy markets and the revenues from the sale are provided to subscribing customers as a part of the settlement of their interest in the wind assets. As such, the output of these generation assets is not available to be used to serve the Company's load. Because of this fact, subscribed Program capacity would not be included in determination of the Company's capacity position for IRP purposes (i.e. – when the Company evaluates whether it has sufficient generating resources to meet its forecasted retail load obligations, assets dedicated to subscribers in the Program will not be included in the portfolio of generating resources available to be considered). However, as discussed later in my testimony, if Program assets become unsubscribed due to the limited circumstances when a customer might terminate its involvement in the Program, or due to the term of the Program expiring while the wind asset still has useful life, generation acquired for the Program would then be folded into the Company's portfolio and used to serve retail load. To reflect this fact in an IRP, any *unsubscribed* generation originally developed for the Program would be counted in the Company's capacity position. This would include the remaining useful life of Company-owned generation beyond the Program term for which it is dedicated to subscribers. As also discussed later, this residual value is a key value driver of this Program for non-subscribing customers. Because such Company-owned assets are expected to eventually become a part of the retail generation portfolio, their net costs (including offsetting Program revenues for the subscription term) would be included in the revenue requirement analysis in the IRP. This way, when the generation becomes available to utilize as a retail load serving asset, the costs and benefits of that generation are appropriately matched in the analysis.

Q. Please discuss the fifth bullet regarding provisions for unsubscribed portions of assets developed or contracted for the Program.

A. There are two ways that an asset that is developed for the Program could later become unsubscribed in whole or in part. The first is that there are circumstances when a subscriber could elect to terminate its subscription to the Program. The termination provisions included in the Program as filed by the Company are incorporated in the final tariff that is attached to the Stipulation. I will first briefly summarize those provisions. If any subscriber should elect to terminate its subscription, the first thing that would happen is that a replacement subscriber would be sought from the rest of the customer base, as all subscriptions are fully transferable to other eligible customers. If another customer cannot be found to assume the subscription, then the customer electing to terminate would be charged a termination fee. The fee is based on the charges incurred by the subscriber over the last twelve months of its participation in the program, extrapolating that level of charge for the remainder of the subscription term.[4] The concept behind the termination fee is that the terminating customer will thereby compensate the Program for the charges it would have incurred had it not terminated its participation.

Per the Stipulation, for the first half of Program capacity in each renewable block offered (e.g., if there is a 100 MW block, the first 50 MW of subscriptions terminated are treated this way), the termination fees would be retained by the Company, and the Company would essentially take on the subscription, in that the charges and credits that would have otherwise been applicable to that customer will be borne or retained by the Company. If there are terminations that extend into the second half of the capacity of any renewable block, the termination fees would be credited to non-subscribing customers

[4] Note that this can only be a fee paid by the terminating customers. If the prior twelve months was a benefit to the terminating customer, the customer will not receive a termination payment.

and the costs or benefits that arose from the then unsubscribed Program assets would also accrue to non-subscribing customers.[5]

In all cases where capacity acquired for the Program becomes unsubscribed, including in the event that the term of a renewable block offered in the Program has expired but the assets still have useful life (or contractual terms of PPAs are still ongoing), the unsubscribed assets (or portions thereof) will be incorporated into the generation portfolio used by the Company to provide energy to serve all retail load obligations. For assets procured for the Program under the terms of a PPA, the purchased power costs and market revenues associated with then unsubscribed program generation assets would immediately begin to flow through Rider FAC ("FAC"). Company-owned assets would immediately be available to serve retail load, but the market revenues derived from the energy output of those assets would only begin flowing through the FAC once the revenue requirements associated with the unsubscribed assets (or portions thereof) were reflected in the revenue requirement in a general rate proceeding and the energy output of them was reflected in the establishment of the Base Factor in the FAC. As discussed in reference to the fourth bullet, all then unsubscribed assets would be included in the determination of capacity positions for the remainder of their expected life or contract term in future Company IRPs.

Q. Please identify the other miscellaneous issues addressed by the Stipulation that you mentioned in bullet point six.

[5] 5% of the impacts associated with the sale of energy at market prices would still be borne by the Company through the 95%/5% sharing mechanism in the FAC.

A. The Stipulation memorializes agreements amongst the signatories including: the parties' recommendation of approval of the Company's application for an Accounting Authority Order made along with the original tariff filing, signatory support for changes to the FAC tariff that will be proposed in a future rate case if the Program is approved, waivers of decisional prudency challenges for development of Program assets, some enhanced FAC reporting the Company will provide as a result of the Program, and Program FAQs that will be made available on the Company website. There are also some provisions for the possibility of shorter terms of enrollment than the fifteen-year subscriptions envisioned in the original Program tariff, and re-enrollment provisions for a customer whose subscription term ends at a time that there is available capacity in any block of renewable energy made available under the Program. The Stipulation also expresses the general preference of the signatories for wind projects to be developed in the State of Missouri if all else is equal between competing projects. Finally, the Stipulation contains a sample of how the Program charges would appear on a subscribing customer's bill.

IV. REGULATORY ACCOUNTING AND RATEMAKING TREATMENT OF THE PROGRAM

Q. Returning to the third bulleted item in the list of issues resolved by the Stipulation, please describe the provisions that pertain to how the Program will be accounted for and handled for ratemaking purposes.

A. The Program is designed and intended to operate such that the incremental costs of offering the Program incurred by the Company are borne by subscribers to the Program through the fixed price paid for the renewable energy produced on their behalf, as well as the Administrative Cost Recovery component described earlier. As such, Program costs and revenues will be generally excluded from all determinations of the Company's revenue requirement in any general rate proceeding,[6] and also excluded from the FAC, which reconciles variations in net energy costs that are included in the development of revenue requirements on which base retail rates are established. However, there are some circumstances where Program costs and revenues may be incorporated in retail rates if and when the Company owns the underlying Program assets.

Q. Why are some Program costs and revenues included in the determination of base retail rates under Company ownership of Program wind assets?

A. In my direct testimony in this proceeding, I outlined a number of reasons that this Program, although designed to provide renewable service options dedicated to subscribers, may also provide benefits to non-subscribing customers. Many of these benefits are unique to circumstances where the Company owns the Program assets. Maintaining the option to own the Program assets provides the opportunity to evaluate these circumstances at the time specific projects are under consideration, so that these benefits can be realized where possible. For example, the most obvious and easy to understand benefit of ownership is the residual value that Program assets are expected to have upon the conclusion of the Program term. Program wind generation is dedicated to subscribers for fifteen years. The Stipulation's terms call for using a book life for the wind generation of twenty years for pricing subscriptions, but the generation assets are

[6] The costs of administering the Program would be included in base retail rates, as offset by the revenues from the Administrative Cost Recovery component billed to subscribers in order to avoid the need to develop potentially complicated tracking of these costs that are expected to be relatively minor.

very likely to have a useful life that extends 30 years or more. If the Company owns the wind generation, this additional useful life, and the fact that the generation assets would be largely depreciated, make it likely that this would be a very economic resource to incorporate into the Company's generation portfolio used to serve its retail load. In fact, around the time fifteen years into the future when these assets may become available for the portfolio as the initial Program term expires, the Company has a number of coal-fired generating units that are expected to reach the end of their useful life and retire. As described in my direct testimony in this proceeding, wind generation assets that were formerly Program assets have significant potential to complement these retirements and provide a very cost effective option to meet retail customers' energy needs at that time. Analysis of the interplay of the assets under consideration to serve the program and the Company's IRP will allow the Company to select resources for the Program that provide the greatest value to non-subscribers as well as to subscribers. It is very important for this reason to maintain the ownership option in the program design so that the specific resources selected for inclusion provide the most cost effective solutions for all customers.

The signatories to the Stipulation recognized this very fact - that the option to own Program generation assets can provide additional benefits to all parties (subscribers, non-subscribers, and the Company) beyond the benefits that would come through a Program restricted in a manner that only allows for consideration of PPAs. They therefore agreed that all parties that would benefit from the ownership option should bear responsibility for some of the risks that come along with Company ownership if it turns out to be the most favorable manner to develop capacity for the Program.

Q. What are those risks?

A. Recall the Program by its design is intended to offer subscribers a fixed price for renewable energy for a long-term contractual period. If the Company owns the wind generation assets in the Program, the price offered to subscribers will be based on the best estimates available, as of the time the subscription is initiated, of the costs of owning and operating the wind assets, and of the production of those wind assets. Over time, actual costs and production may vary from the level assumed in that pricing. That variance could be either favorable or unfavorable: i.e. – the costs could be higher or lower than what was assumed and the production could also be higher or lower than what was assumed – these possibilities would create either a shortfall or surplus of revenues from the Program relative to the costs.

Q. Please describe how the risk that Program revenues may deviate from Program costs is shared among the parties that stand to derive benefits from the Program.

A. I will begin with subscribers. Subscribers benefit from the ability of the Company to own Program assets because that provides additional options and flexibility to the Program that allow the Company to structure the Program in a way that minimizes the cost of generation and consequently, their subscription price. Because a material part of the value proposition of this Program to subscribers is the fact that it offers a fixed price for subscription, it is important to provide certainty in the price subscribers must pay up front. As a result, subscribers will not be subjected to changing prices as costs and/or production fluctuate in the future from levels that were assumed at the time the price was developed. In order to recognize the risk inherent in providing subscribers with this price certainty, the Stipulation calls for the addition of a small - $0.50/MWh - risk premium to the price that will be offered for subscription to Company-owned program assets. The risks discussed earlier will then be shared by the Company and non-subscribing customers. These parties are compensated for taking on this risk by receiving a share of the revenues that will be generated through application of this risk premium. If the assumptions used to price the wind that is subscribed turn out to be accurate, non-subscribers' rates will actually be *lower* as a result of the Program than they otherwise would be because the risk premium revenues would be a pure benefit to the recipients of it. Any cost increases experienced in the Program relative to the pricing assumptions would have to exceed the amount of the risk premium before non-subscriber rates could be any higher with the Program than they would have otherwise been. On balance, due to the existence of the risk premium, the greater probability is that this Program will lower non-subscribers' rates.

Q. Please discuss how the risk sharing between non-subscribing customers and the Company will operate.

A. Both the benefit of the risk premium revenue and the costs or benefits of fluctuations between underlying Program costs and revenues are shared on a 50%/50% basis between non-subscribing customers and the Company. Each month, Program revenues (including the revenues arising from the $0.50/MWh risk premium) and costs will be calculated as a part of the Company's normal accounting processes. Those costs and revenues will be compared, and to the extent there is a variance (either favorable – i.e. Program revenues exceed Program costs - or unfavorable), half of that variance will be deferred to a regulatory asset or liability account as appropriate, and the other half will simply flow to the Company's bottom line, impacting current period net income (either favorably or unfavorably). The variances accumulated in the regulatory asset or liability will be held until a future rate case, at which time the expense or benefit will be amortized over five years and reflected in retail rates. Because non-subscribing retail customers have borne a portion of the risks arising from these assets, when they become unsubscribed at the end of the Program term, non-subscribing customers will have the ability to benefit further by receiving what is likely to be very economic energy service from the output of them.

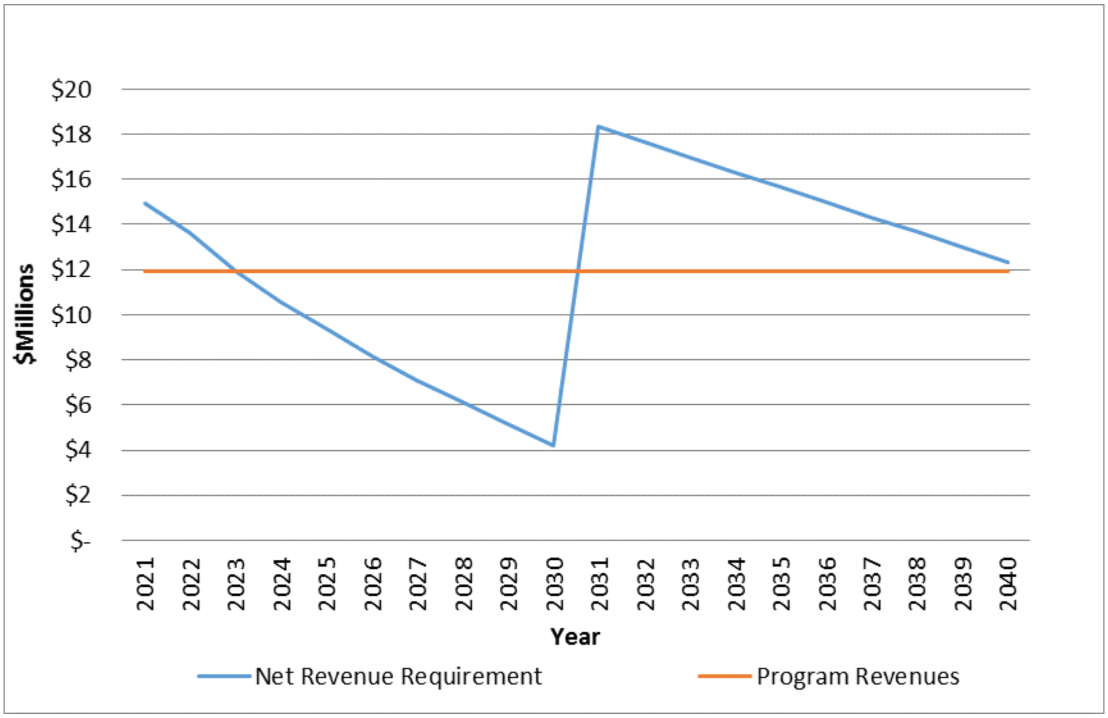
Q. Are there any other unique provisions of the regulatory accounting around the program that you wish to discuss?

A. Yes. As the Commission is likely aware, Production Tax Credits ("PTC") that directly offset income tax liabilities based on the output of wind generation are a key value driver for wind generation that is placed into service meeting certain conditions and timelines. Any PTCs that would be earned by Program assets owned by the Company would be subject to certain regulatory accounting treatment under the terms reflected in the Stipulation. Recall from my direct testimony in this case that I explained that the PTCs create benefits in the first 10 years of the life of wind assets, such that the revenue requirement of the Program is actually lower in the first half of the life of the assets.[7] Below is a chart that is similar to the chart shown in Figure 1 in my direct testimony.[8] This chart compares the levelized Program revenues that will be received from

[7] Typically long-lived assets have a higher revenue requirement up front that declines over time as the asset depreciates.
[8] I have updated this figure from the version of this chart shown in my direct testimony to reflect the impact on the revenue requirement of new federal income tax rates that were passed in December 2017, after my direct testimony had already been filed and also to recast it as a line chart only instead of a combined line and bar chart.

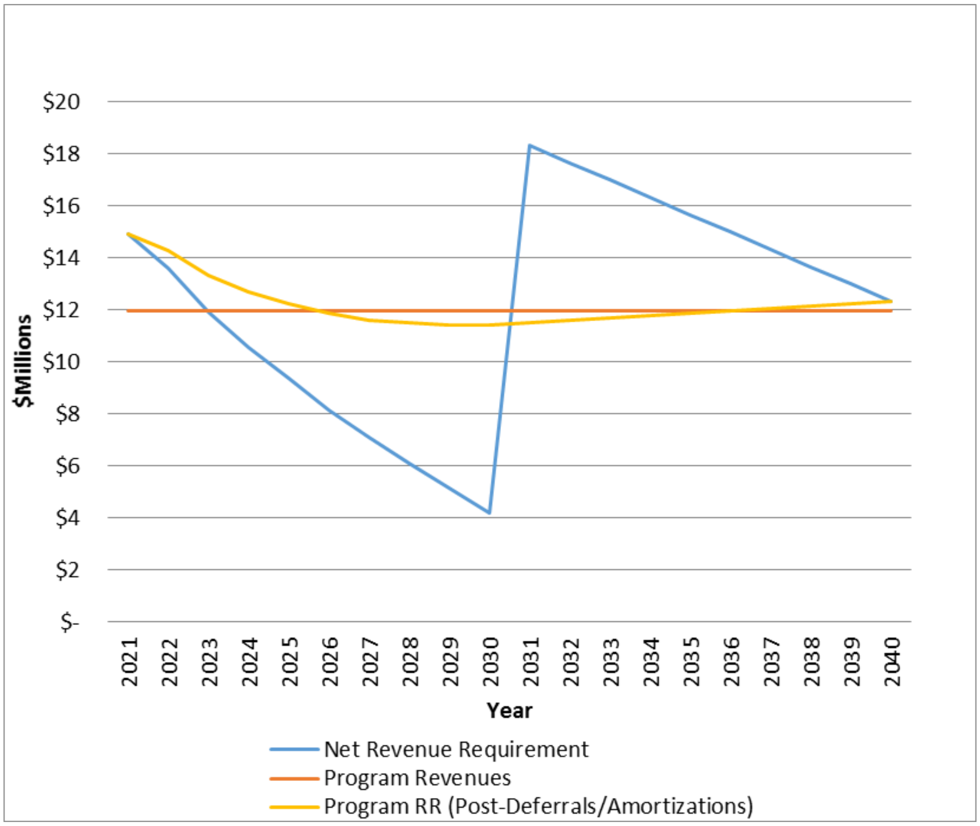
subscribers to an illustrative revenue requirement that would be incurred by the Company to provide this service with owned wind assets.

Figure 1 – Levelized Revenues vs. Revenue Requirement



The signatories have agreed that spreading the PTCs over the life of the wind asset in a manner designed to create a better timing match between Program revenues and costs is desirable for purposes of this Program. To accomplish this, the Stipulation's terms reflect a series of deferrals and amortizations related to the value of PTCs that will be earned by any Company-owned Program assets that qualify for them. The application of the specific percentages of PTC value that would be deferred (and the later amortization of the deferred balance), as detailed in the Stipulation, is designed to simply smooth the revenue requirement associated with Program assets and accomplish an improved timing match between Program costs and revenues. Based on the illustrative modeling of potential Program assets used to create Figure 1 above, application of the PTC-related deferrals and amortizations would result in a revenue requirement pattern as shown in yellow line in Figure 2 below:

Figure 2 – Levelized Revenues vs. Net Revenue Requirement Before and After PTC-Related Deferrals



Q. What is the benefit of this smoothing of the revenue requirement called for by the Stipulation's terms?

A. Recall that the Stipulation also calls for differences between the Program revenues and costs to be shared between non-subscribing customers and the Company. This is to be accomplished through tracking both elements and deferring half of the differences between them for recovery/return in future rates. Using this deferral accounting to smooth out the impact of PTCs on the revenue requirement has the effect of minimizing the retail rate impacts of the Program over time. Rather than reducing rates early in the Program and increasing them later in offsetting amounts, a more stable and minimal rate impact will result because of this mechanism.

Additional benefits also arise from this treatment of PTCs. Recall once again that Program-related Company-owned wind assets would be used, upon expiration of the Program term, to provide energy services to retail customers. Based on the fifteen year term that the assets would be dedicated to subscribers, this means the last five years of their depreciable life would be dedicated to the Company's retail portfolio. Note that, with application of these regulatory accounting principles, the revenue requirement is lower in those last five years than it otherwise would be. This happens because some of the PTCs being earned early in the life of the assets are deferred and then recognized at a time when non-subscribing customers are directly benefiting from them. In this manner, retail customers may be recognizing rate benefits derived from PTCs at a time when other wind assets that were able to qualify for PTCs are no longer benefitting from them, making these assets potentially even more attractive for non-subscribing customers at that time.

Finally, the PTC value that is being earned, but not reflected in the Program costs due to the deferral, still provides cash to the Company at the time the PTC is earned. The portion of this cash that would otherwise benefit non-subscribers (recall the 50/50 cost/benefit sharing) will be used to offset rate base when determining the revenue requirement in any general rate proceeding of the Company and will therefore keep rates lower than they otherwise would be.

Q. Does this PTC smoothing change the overall present value of the revenue requirement to be covered by customers?

A. No, it better matches the PTC benefits with Program costs from a timing perspective, but the total present value of the revenue requirement over the life of the asset is the same.

Q. Please summarize your testimony regarding the Stipulation's terms and conditions and elaborate on why the Commission should approve the Program on those terms.

A. The Renewable Choice Program is an innovative new product that will allow the Company to provide an enhanced level of service to customers that desire it. The Program provides many benefits to subscribers, non-subscribers, and generally to those interested in more rapid deployment of clean renewable energy resources in the region, making it clearly in the public interest. The Stipulation's terms reflect the results of a constructive and collaborative effort amongst a broad and diverse group of stakeholders to deliver those benefits in a manner that fairly balances the interests of the parties involved, and clarifies many important details about how the Program operates. The Stipulation's terms cover all aspects of the Program, including Program pricing, treatment of Company-owned assets in the Program, review and approval processes for resources to be developed, administrative cost recovery, IRP impacts, regulatory accounting and ratemaking, and a variety of other miscellaneous issues. I encourage the Commission to approve the Program on those terms in order to advance this Program and begin realizing the benefits for interested subscribers, non-subscribing customers and the general public.

Q. Does this conclude your supplemental direct testimony?

A. Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Approval of 2017 Green Tariff.	)))	File No. ET-2018-0063

AFFIDAVIT OF STEVEN M. WILLS

STATE OF MISSOURI)
) **ss**
CITY OF ST. LOUIS)

Steven M. Wills, being first duly sworn on his oath, states:

1. My name is Steven M. Wills. I work in the City of St. Louis, Missouri, and I am employed by Union Electric Company d/b/a Ameren Missouri as Director of Rates & Analysis.

2. Attached hereto and made a part hereof for all purposes is my Supplemental Direct Testimony on behalf of Union Electric Company d/b/a Ameren Missouri consisting of 19 pages and Schedule(s) N/A, all of which have been prepared in written form for introduction into evidence in the above-referenced docket.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.

Steven M. Wills
STEVEN M. WILLS

Scribed and sworn to before me this 26th day of April, 2018.

Cathleen A Dehne
Notary Public

My commission expires March 7, 2021

CATHLEEN A DEHNE
Notary Public - Notary Seal
St. Louis City - State of Missouri
Commission Number 17119727
My Commission Expires Mar 7, 2021