BEFORE THE MISSISSIPPI DEPARTMENT
OF AGRICULTURE AND COMMERCE

IN THE MATTER OF EXPRESS
GRAIN TERMINALS, LLC

NO. 2022-0040-AC

PETITION FOR DETERMINATION AND PAYMENT OF CLAIMS

COMES NOW, Gene Robertson, Director of the Grain Division of the Mississippi Department of Agriculture and Commerce, Petitioner herein, and brings this Petition for Determination and Payment of Claims, and would show unto the Mississippi Department of Agriculture and Commerce ("Department") the following, to-wit:

I

Petitioner is the director of the Grain Division of the Department, and is an adult resident citizen of Madison County, Mississippi. The Department is an agency of the State of Mississippi, with its principal offices being located at 121 N. Jefferson St., Jackson, Mississippi.

II

Express Grain Terminals, LLC ("Express Grain") and Travelers Casualty and Surety Company of America ("Travelers") are named as interested parties herein. Express Grain is a Mississippi limited liability company which may be served by serving its registered agent, John Coleman, at 2015 River Road Extension, Greenwood, Mississippi 38930. Travelers is a corporation which may be served by serving its registered agent, United States Corporation Company at 7716 Old Canton Road, #C, Madison, Mississippi 39110.

III

Express Grain owned and formerly operated three grain warehouses, which are located in Greenwood, Sidon and Minter City, Mississippi.

> "Grain warehouse" shell mean any structure or combination of structures operated together, including the machinery and equipment used in connection therewith, in or by means of which grain is unloaded, elevated, stored, loaded for shipment, dried, cleaned, weighed, treated, conditioned or otherwise handled from producers of grain. *Miss. Code Ann.*, §75-44-5.

A "grain warehouseman" is any person who operates a grain warehouse. *Id.* Express Grain was previously licensed by the Department to operate said warehouses, but those licenses have been revoked. Prior hereto, Express Grain obtained and delivered to the Department a corporate surety bond conditioned on Express Grain's compliance with the Mississippi Grain Warehouse Law and the regulations promulgated thereunder, and another corporate surety bond conditioned on Express Grain's faithful compliance with the Mississippi Grain Dealers Law of 1978 and the regulations promulgated thereunder. Express Grain filed an application for renewal of its operating licenses on or about May 27, 2021. This proceeding is brought for the purpose of determining claims against Express Grain and to determine liability of the surety on the bonds.

IV

Since September 29, 2021, Express Grain has been operating under bankruptcy court protection in a chapter 11 proceeding in Cause No. 21-11832-SDM in the U.S. Bankruptcy Court for the Northern District of Mississippi. On February 10, 2022, the Bankruptcy Court lifted the automatic stay, allowing the Department

to "exercise such other police and regulatory powers as may be permissible under applicable state law". The Court's findings provide authority for the Department to conduct this proceeding, to receive and determine claims, and to adjudicate the corporate surety's responsibility under said bonds for the claims.

V

The Commissioner of the Department has been granted the power and authority to carry out and enforce the provisions of the Mississippi Grain Warehouse Law. *Miss. Code Ann.*, §75-44-7. Every person holding a grain warehouse license must give a corporate surety bond to the Commissioner, conditioned upon the licensee's faithful compliance with said law and regulations. *Miss. Code Ann.*, §75-44-29. The determination as to whether the obligations of a warehouseman have been faithfully performed shall be made at a hearing before the Commissioner or his designated representative. *Miss. Dept. Agri. Regs.*, Title 2, Part 1, Subpart 2, Chap. 10, §104.03(2). The interested parties shall include the warehouseman, the corporate surety, the holders of any outstanding and uncancelled warehouse receipts, and any other persons otherwise claiming any rights under the bond. *Id.* At the hearing, the Commissioner shall hear evidence and determine whether a loss has occurred. *Id.* If a loss has occurred, the Commissioner shall also determine whether the losses are covered by the corporate surety bond, the names of the damaged persons and the amounts of their losses. *Id.* Where the losses exceed the amount of the bond, the claimants shall be paid pro-rata. *Id.*

VI

Express Grain's grain warehouse bond is in the amount of $1,000,000.00. A true and correct copy of said bond is attached hereto as Exhibit A and made a part hereof.

VII

Express was also licensed as a grain dealer. A grain dealer is any person engaged in the business of buying grain from producers thereof for resale or for milling or processing. *Miss. Code Ann.,* §69-45-303. No person may operate as a grain dealer without first having a license issued by the Department. *Miss. Code Ann.*, §75-45-304. However, where a grain dealer has been licensed under the Mississippi Grain Warehouse Law, such is not required to obtain a separate license as a grain dealer. *Id.* Since Express was licensed as a grain warehouseman, no additional licensing was required for Express Grain to be able to operate as a grain dealer.

VIII

Every person licensed as a grain dealer must file with the Department a surety bond signed by the dealer as principal and by a company authorized to execute surety bonds in the State. *Miss. Code Ann.*, §75-35-305. Express' Grain's grain dealer bond is in the amount of $100,000.00. A true and correct copy of said bond is attached hereto as Exhibit B and made a part hereof.

IX

The Grain Dealer Law provides in part as follows:

> When the commissioner has determined that a grain dealer has defaulted payment to producers for grain which he has purchased from them, the commissioner shall determine through appropriate legal procedures the producers and the amount of defaulted payment and as trustee for the bond shall immediately after such determination call for the dealer's surety bond or bonds, or other pledged financial assets, to be paid to him for distribution to those producers who should receive the benefits. *Miss. Code Ann.*, §75-45-305(7).

The Grain Dealers Law further provides in part as follows:

> If a grain dealer should fail or refuse to make payment to a producer for grain purchased when such payment is requested by the producer and the request is made within one hundred sixty (160) days of the date of sale or the date of delivery of such grain to the dealer, whichever is later, but in case of deferred pricing, delayed pricing, priced-later, or similar contractual arrangements, no more than two hundred seventy (270) days after the date of delivery, the producer may notify the commissioner in writing, by certified mail when possible, of such failure or refusal within the period of one hundred sixty (160) days or ten (1) days thereafter. The commissioner upon receiving such notice shall take whatever action is necessary. The producer furnishing such written notice within the prescribed length of time is entitled to the benefits of the grain dealer's bond. However, if a producer fails to furnish written notice to the commissioner within the prescribed time, then such producer is not entitled to any benefits under the grain dealer's bond. *Miss. Code Ann.*, §75-45-311.

X

Farmers who delivered grain to Express Grain remain unpaid, the amounts of which may be determined in this proceeding. The farmers contend that losses are covered under the terms of the bonds. It is anticipated that losses claimed by farmers may exceed the amount of the bonds.

XI

Petitioner would show that the Department should conduct an administrative proceeding as described in the Mississippi Grain Warehouse Law, *Miss. Code Ann.*, §75-44-1, et seq. and the Mississippi Grain Dealers Law of 1978, *Miss. Code Ann.*, §75-45-301, et seq. and the Department's regulations promulgated thereunder, in order to determine whether losses were incurred on account of Express Grain's failure to faithfully comply with said laws and regulations, and the liability, vel non, of the corporate surety for said losses. Express Grain and the corporate surety should be made parties to this proceeding, in accordance with the said laws and regulations. Notice shall be published once a week for four weeks in a newspaper of general circulation in Leflore County, Mississippi for all persons having claims and advising them that the Department will accept their claims for sixty days after the first publication of said notice. Upon a hearing hereof, the Commissioner shall determine if there were any losses and if so, the names of the damaged persons and the amount of their losses. If the Commissioner should find that losses have occurred that are covered by the surety bonds, such losses should be paid from the surety bonds proceeds. If the losses exceed the face amount of the bonds, the claimants should be paid pro rata.

XII

As stated earlier, Express Grain is in Chapter 11 bankruptcy proceedings in the United States Bankruptcy Court for the Northern District of Mississippi. Therefore, no relief is sought from Express Grain, but only from the corporate surety, up to the amount of the bonds.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition will be received and filed, and that summons shall be issued and served on Express Grain and on Travelers, and that notice shall be published once a week for four weeks in a newspaper of general circulation in Leflore County, Mississippi, for all persons incurring losses on account of Express Grain's failure to faithfully comply with said laws and the regulations promulgated thereunder and advising them that the Department will accept their claims for sixty days after the first publication of said notice, and that upon a hearing hereof, the Commissioner shall determine if there have been any losses by farmers or others on account of Express Grain's failure to faithfully comply with said laws and regulations and, to also determine if there is any liability of the corporate surety for such losses, but only up to the amount of the bonds, and that the Commissioner shall then enter an order in accordance with his findings. Petitioner prays for general relief.

Respectfully Submitted,

GENE ROBERTSON, DIRECTOR,
GRAIN DIVISION, MISSISSIPPI
DEPARTMENT OF AGRICULTURE
AND COMMERCE

Robert W. Graves, Bar #4977
Special Assistant Attorney General
P.O. Box 220
Jackson, Miss. 39205
(601)359-1201
bob.graves@ago.ms.gov

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE

GRAIN WAREHOUSEMAN'S BOND

Bond No. 107114715

KNOW ALL MEN BY THESE PRESENTS, that we, _____

EXPRESS GRAIN TERMINALS, LLC of the City of SIDON,

State of MISSISSIPPI, as Principal, and _____

Travelers Casualty and Surety Company of America of the City of Hartford,

State of CONNECTICUT, as Surety, are held and firmly bound unto the State of Mississippi, for the use and benefit of all owners, depositors, or storers of grain in the following grain warehouses:

Express Grain Terminals, LLC

_____

_____ in the sum of

One Million Dollars ($1,000,000.00) lawful money of the United States, for payment of which well and truly made, we bind ourselves, jointly and severally, our heirs, executors and administrators, successors and assigns, firmly by those presents.

THE CONDITION OF THIS OBLIGATION is such, that whereas the above bounden principal has made application to the Mississippi Department of Agriculture & Commerce to become a licensed grain warehouseman under and according to the laws of the State of Mississippi as operator of the aforesaid grain elevator(s) commencing on July 01, 2019.

NOW THEREFORE, if the said principal shall comply with all provisions of Section 75-44-1 through 75-44-71, Mississippi Code of 1972, as amended, and all of the rules and regulations of the Mississippi Department of Agriculture & Commerce applicable thereto, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed by the Surety and accepted by the Commissioner of Agriculture & Commerce, State of Mississippi, upon the following express conditions, which shall become precedent to any right of recovery hereunder.

EXHIBIT

A

GRAIN WAREHOUSEMAN'S BOND

FIRST, this bond may be cancelled at any time by the Surety upon giving written notice to the Commissioner of Agriculture & Commerce, State of Mississippi of its intention to cancel this bond and all liability hereunder shall terminate 35 days after the mailing of said notice except that the rights of the obligee shall not be affected by such notice as to any claim arising thereunder, whether presented or not, before the effective date of such cancellation notice.

SECOND, the parties hereto mutually agree that regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability shall be the penal sum of the bond and shall not be cumulative from year to year or from period to period. Signed, sealed, and dated at Sidon, Mississippi, this 28 day of June, 2019.

Travelers Casualty and Surety Company of America
(Name of Surety Company)

BY Leslie Bass
Leslie Bass
(Signature of Attorney-in-Fact)

William Roberts Lee II
(Name of Mississippi Resident Agent)

BY
(Signature of Mississippi Resident Agent)

EXPRESS GRAIN TERMINALS, LLC
(Name of Principal)

BY John Coleman
John Coleman
(Signature of Principal)

Mississippi Department of Agriculture & Commerce
Gene Robertson (601) 359-1111
P. O. Box 1609
Jackson Mississippi 39215-1609

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. **107114715**

Principal: **EXPRESS GRAIN TERMINALS, LLC**
P.O. BOX 189 SIDON, MS 38954

Obligee: **Mississippi Department of Agriculture & Commerce**
P.O. Box 1609 JACKSON, MS 39215

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Leslie Bass**, of the City of **LITTLE ROCK**, State of **AR**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **7th** day of **July, 2016.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **7th** day of **July, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of June, 2019.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.

Bond No. 107114491

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE
GRAIN DEALERS BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

Travelers Casualty and Surety Company of America of the City of

Hartford, State of **CONNECTICUT**,

as Surety, are held and firmly bound unto the State of Mississippi, for the use and benefit of all sellers of grain to the grain dealer at the following permanent business location:

Express Grain Terminals, LLC

23248 County Road 512

Sidon, MS 38954 in the sum of

One Hundred Thousand Dollars (**$100,000.00**)

lawful money of the United States, for payment of which well and truly made, we bind ourselves, jointly and severally, our heirs, executors and administrators, successors and assigns, firmly by those presents.

THE CONDITION OF THIS OBLIGATION is such, that whereas the above bounden principal makes application to the Mississippi Department of Agriculture & Commerce to become a licensed grain dealer under and according to the laws of the State of Mississippi at the aforesaid location commencing on

July 01, 2019.

NOW THEREFORE, if the said principal shall comply with all provisions of Section 75-45-301 et seq., known as the "Mississippi Grain Dealers Law of 1978," as amended, and all of the rules and regulations of the Mississippi Department of Agriculture & Commerce applicable thereto, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed by the Surety and accepted by the Commissioner of Agriculture & Commerce, State of Mississippi, upon the following express conditions, which shall become precedent to any right of recovery hereunder.

FIRST, this bond may be cancelled at any time by the Surety upon giving written notice to the Commissioner of Agriculture & Commerce, State of Mississippi of its intention to cancel this bond and all liability hereunder shall terminate 60 days after the mailing of said notice except that the rights of the obligee shall not be affected by such notice as to any claim arising thereunder, whether presented or not, before the effective date of such cancellation notice.

EXHIBIT
B

GRAIN DEALERS BOND

SECOND, the parties hereto mutually agree that regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability shall be the penal sum of the bond and shall not be cumulative from year to year or from period to period.

Signed, sealed, and given at Sidon, Mississippi, this 28 day of June, 2019.

Travelers Casualty and Surety Company of America
(Name of Surety Company)

BY Leslie Bass
Leslie Bass (Signature of Attorney-in-Fact)

William Roberts Lee II
(Name of Mississippi Resident Agent)

BY
(Signature of Miss. Resident Agent)

Express Grain Terminals, LLC
(Name of Principal)

BY John Coleman
John Coleman (Signature of Principal)

Mississippi Department of Agriculture & Commerce
Grain Warehouse Division
P. O. Box 1609
Jackson Mississippi 39215-1609
601.359.1111

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. **107114491**

Principal: **Express Grain Terminals, LLC**
23248 County Road 512 SIDON, MS 38954

Obligee: **Mississippi Department of Agriculture & Commerce**
P.O. Box 1609 JACKSON, MS 39215

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Leslie Bass**, of the City of **LITTLE ROCK**, State of **AR**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **7th** day of **July, 2016.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **7th** day of **July, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of June, 2019.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.