

**FRANCHISED HAULER'S AGREEMENT TO BE BOUND BY  
CITY'S  
WASTE DELIVERY COMMITMENT**

This Agreement is entered into between Recology Sonoma Marin, a California corporation ("Franchised Hauler"), the City of Cotati ("City") and Republic Services of Sonoma County, Inc. ("Contractor"). All other words and phrases in this agreement with initial capital letters are defined in the Waste Delivery Agreement ("WDA"), incorporated herein by reference. This Agreement shall become effective on the date of the closing of the transactions contemplated by that certain Asset Purchase Agreement dated August 11, 2017 between Recology Inc., the parent company of Franchised Hauler, and The Ratto Group of Companies Inc. and its owners and affiliated entities, Cotati's current Franchised Hauler.

Franchised Hauler acknowledges that it has read and understood the foregoing WDA between the City and Contractor. Franchised Hauler agrees to fully honor and comply with the City's Waste delivery obligations to Contractor in the WDA, and as the WDA may hereafter be modified or extended by the City and Contractor at their sole discretion. Franchised Hauler shall deliver all such Waste to Contractor and the County Facilities as required by and in accordance with the WDA. The Term of Franchised Hauler's obligations hereunder shall be coterminous with the Term of the City's WDA with Contractor, and therefore will not expire until the Term of the WDA, as it may be extended by City and Contractor, expires.

Without limiting the generality of the foregoing, Franchised Hauler agrees that:

1. Notwithstanding any other term, condition or provision in Franchised Hauler's franchise agreement with the City, Franchised Hauler will deliver all Committed City Waste that is collected, transported or otherwise handled by Franchised Hauler to the Contractor and County Facilities for the Term of the WDA, as it now exists or may hereafter be modified or extended, except for Waste that is excluded from the City's Waste delivery obligation to Contractor as described in Section 2.2 and Exhibit B of the WDA. Franchised Hauler shall do all things necessary and execute any further agreements or instruments required to effectuate Franchised Hauler's obligations in this Agreement. In addition, Franchised Hauler shall deliver all Construction and Demolition Debris collected in the City to the County Facilities. This Agreement by Franchised Hauler amends, supersedes and controls over any contrary or inconsistent provision in any agreement that Franchised Hauler has, or may hereafter enter into, with the City.

2. Franchised Hauler shall pay Contractor's invoices for delivery of Waste collected by Franchised Hauler in the City within thirty (30) days of the date of the invoice. Any unpaid invoiced amounts not paid within said thirty (30) days shall bear interest at the rate of one and one half percent (1.5%) per month until paid. Contractor shall be entitled to recover its attorneys' fees, expert witness fees and all other costs of litigation incurred in collecting delinquent invoices from Franchised Hauler.

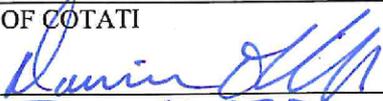
3. Franchised Hauler shall commence the City-wide collection of Food Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler's costs of this program are being fully compensated through the Facility Operations Service Fee as defined in the Agreement for the Operation of Sonoma County Transfer Stations and Material Recovery Facility dated March 21, 2013 between The Ratto Group of Companies, Inc and Republic Services of Sonoma County, Inc. that has been subsequently assigned to Recology Sonoma Marin. Franchised Hauler agrees not to seek additional compensation from City or Contractor for the Franchised Hauler's costs of implementing and conducting the commercial Food Waste collection program for the Term of the Agreement.

4. Franchised Hauler shall commence the City-wide collection of dry commercial Mixed Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler's costs of this program are being fully compensated through the Facility Operations Service Fee as defined in the Agreement for the Operation of Sonoma County Transfer Stations and Material Recovery Facility dated March 21, 2013 between The Ratto Group of Companies, Inc and Republic Services of Sonoma County, Inc. that has been subsequently assigned to Recology Sonoma Marin. Franchised Hauler agrees not to seek additional compensation from City or Contractor for the Franchised Hauler's costs of implementing and conducting the dry commercial Mixed Waste collection program for the Term of the Agreement.

5. Franchised Hauler shall defend and indemnify the City from and against any and all losses and liabilities associated with the Franchised Hauler's breach of this Agreement.

6. The parties acknowledge that the implementation of the WDA will result in an increase in the cost of disposal at the County Facilities. City agrees that Franchised Hauler may pass through the increase in disposal costs arising from and after the Effective Date of this Agreement. Franchised Hauler shall promptly notify City of the rate increase for each service provided by Franchised Hauler necessary to defray the increased cost of disposal at the County Facilities under the WDA.

7. This Agreement shall bind Franchised Hauler and its subcontractors and affiliates and each of their respective successors and assigns.

Dated: <u>12/22/2017</u>	CITY OF COTATI By: <u></u> Name: <u>DAMIEN OBID</u> Title: <u>CITY MANAGER</u>
Dated: <u>12/20/17</u>	CONTRACTOR:  REPUBLIC SERVICES OF SONOMA COUNTY, INC., A DELAWARE CORPORATION

	By: <u>Michael Casper</u> Name: <u>Michael Casper</u> Title: <u>Area President - west</u>
Dated: _____	FRANCHISED HAULER:  RECOLOGY SONOMA MARIN, A CALIFORNIA CORPORATION By: <u>Michael Sangiacomo</u> Name: <u>Michael Sangiacomo</u> Title: <u>President and Chief Exec. Off.</u>

2890263.1

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into as of December 22, 2017, by and among THE CITY OF COTATI ("City"), REDWOOD EMPIRE DISPOSAL, INC., a California corporation ("RWED"), and RECOLOGY SONOMA MARIN, a California corporation ("Recology").

WHEREAS, City and RWED are parties to a Franchise Agreement for Collection, Disposal, and Processing of Solid Waste, Recyclables and Compostable Materials and Related Activities dated April 10, 2013 ("Franchise Agreement");

WHEREAS, The Ratto Group of Companies Inc. and its owners and affiliated entities, including RWED (collectively, "Ratto"), entered into an Asset Purchase Agreement dated August 11, 2017 ("APA") which provides for the purchase by Recology Inc. or its designated subsidiaries of substantially all of Ratto's assets;

WHEREAS, in connection with the closing of the transactions contemplated by the APA ("Closing"), RWED wishes to assign the Franchise Agreement to Recology, and Recology wishes to accept such assignment;

WHEREAS, Recology seeks to assure the City that, following the purchase pursuant to the APA, Recology will operate in accordance with high professional standards and provide services to the City's constituents in full compliance with the terms of the Franchise Agreement and the City's operational expectations;

WHEREAS, Section 10.10 of the Franchise Agreement provides that the Franchise Agreement may not be assigned by RWED without the prior written consent of City, not to be unreasonably withheld;

NOW, THEREFORE, the parties agree as follows:

1. Subject to and effective as of the Closing, RWED will assign to Recology all of its right, title and interest in and to the Franchise Agreement.
2. Subject to and effective as of the Closing, Recology will accept such assignment and will assume all duties and obligations of RWED under the Franchise Agreement from and after the Closing.
3. Recology agrees to notify City of the assignment date (i.e. the Closing date) within twenty-four (24) hours thereafter. Recology may satisfy this requirement by providing notice via email to Damien O'Bid (dobid@cotaticity.org).
4. Recology agrees to provide a list of vehicles assigned to City's franchise, with vehicles ages and anticipated replacement schedule, within sixty (60) days of the assignment date.
5. Recology agrees to complete all necessary cart replacements to comply with the requirement for "standardized carts" throughout the residential and commercial sectors as specified in the Franchise Agreement, within twelve (12) months after the close of the acquisition.

6. Recology agrees to ensure that each commercial customer who produces four or more yards of solid waste is offered the applicable AB 1826 organics collection program service by January 1, 2019, and by January 1, 2020 to ensure the implementation of a citywide commercial food waste collection program targeting all commercial accounts, as provided for in the Waste Delivery Agreement requirement.

7. Recology agrees to ensure that a citywide dry commercial mixed waste (DCMW) program, as provided for in the Waste Delivery Agreement, is fully operational by January 1, 2019.

8. Recology agrees to conduct, at its sole expense, a review of all residential and commercial billings within 12 months after the close of the acquisition to ensure that all ratepayers are being accurately billed for the service levels they receive.

9. Recology agrees that failure to comply with Items 3 - 8 herein may result in the imposition of Liquidated Damages in the amount of \$500 per day for each Item not provided for or corrected.

10. Recology accepts, and City acknowledges the satisfaction of, all conditions under Section 10.10 of the Franchise Agreement with respect to the foregoing assignment and assumption.

11. Recology acknowledges that Exhibit L of the Franchise Agreement provides a methodology for the Detailed Rate Review, which review will evaluate forecasted labor-related costs, vehicle-related costs, depreciation expense, and other costs including pass-through expenses. It is agreed that the pass-through expenses are not included in any calculation of Company profit and based on past practice and agreement by Ratto, that pass-through expenses include: disposal fees for debris and refuse; processing and disposal fees for organics; Franchise payments; 50% of Vehicle Impact Fee; and the Other Fees listed in Section 7.3 of the Franchise Agreement.

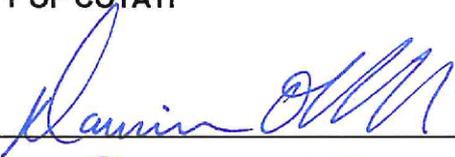
12. City hereby consents to the foregoing assignment and assumption on the terms and conditions set forth herein, subject to receipt by the City of an acceptable parent company guarantee (Exhibit J) from Recology Inc., as well as insurance certificates (Exhibit H) and security document (Exhibit G).

13. Payment by RWED. Recology, on behalf of RWED, has deposited with the City a deposit in the amount of \$150,000, as required by Section 10.10.3 of the Franchise Agreement. As provided in Section 10.10.3, "City shall retain the assignment deposit until the City's analysis of the assignment analysis is concluded". RWED shall continue to make franchise payments in accordance with the terms and schedule set forth in the Franchise Agreement, and the making of such payments by RWED (or by Recology on RWED's behalf) to the City's reasonable satisfaction, such satisfaction to be evidenced in writing by the City Manager, shall be a condition precedent to the City's consent under Section 10.10 of the Franchise Agreement. Upon notification to the City of Closing, the deposit shall be applied to satisfy costs associated with the assignment and any amounts due or anticipated to become due under the Franchise Agreement. Within 90 days of the Closing, the City shall complete review of its actual costs incurred and shall refund any balance due to Recology.

14. Recology agrees to not change single family residential routing or street sweeping days without notification, review, and approval by City, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first written above.

**CITY OF COTATI**

By:   
Name: DAMIEN O'BID  
Title: CITY MANAGER

**REDWOOD EMPIRE DISPOSAL, INC.**

By:   
Name: Rick Donell  
Title: President

**RECOLOGY SONOMA MARIN**

By:   
Name: Michael J. Sargiacomo  
Title: 12/12/17, President & CEO

2890645.1

**Recology**

Reviewed by:

BB

Legal

## GUARANTY

This Guaranty (this "Guaranty") is made as of December 22, 2017 by RECOLOGY INC., a California corporation ("Guarantor"), in favor of THE CITY OF COTATI ("City").

WHEREAS, City and Redwood Empire Disposal, Inc., a California corporation ("RWED"), are parties to a Franchise Agreement for Collection, Disposal and Processing of Solid Waste, Recyclables and Compostable Materials and Related Activities dated April 10, 2013 (the "Franchise Agreement");

WHEREAS, The Ratto Group of Companies Inc. and its owners and affiliated entities, including RWED (collectively, "Ratto"), entered into an Asset Purchase Agreement dated August 11, 2017 (the "APA") which provides for the purchase by Guarantor or its designated subsidiaries of substantially all of Ratto's assets;

WHEREAS, in connection with the closing of the transactions contemplated by the APA (the "Closing"), RWED wishes to assign the Franchise Agreement to Recology Sonoma Marin, a California corporation and wholly-owned subsidiary of Guarantor ("Contractor");

WHEREAS, to induce City to consent to the assignment of the Franchise Agreement to Contractor, Guarantor has agreed to provide this Guaranty.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows, subject to and effective as of the Closing:

1. Guarantor hereby irrevocably and unconditionally guarantees to City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Franchise Agreement which Contractor is required to perform, satisfy or observe, from and after the Closing. In the event that Contractor fails to perform, satisfy or observe any such terms or conditions of the Franchise Agreement, Guarantor shall promptly and fully perform, satisfy or observe them in the place of Contractor. Guarantor hereby guarantees prompt payment to City of each and every sum due from Contractor to City under the Franchise Agreement from and after the Closing, as and when due from time to time.

2. The obligations of Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of Contractor under the Franchise Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Franchise Agreement.

3. Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (a) the insolvency, bankruptcy, reorganization or cessation of existence of Contractor; (b) any amendment, modification or waiver of any provision of the Franchise Agreement or the extension of its term; (c) the actual or purported rejection of the Franchise Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Franchise Agreement; (d) any waiver, extension, release or modification with respect to any of the obligations of the Franchise Agreement guaranteed hereunder or the impairment or suspension of any of City's rights or remedies against Contractor; or (e) any merger or consolidation of Contractor with any other organization, or any sale, lease or transfer of any or all the assets of Contractor.

4. Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a) including, without limitation, the right to require City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing City's rights and remedies in enforcing this Guarantee.

5. Guarantor hereby waives and agrees to waive at any future time at the request of City, to the extent now or then permitted by applicable law, any and all rights which Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that Guarantor shall continue to be subject to this Guaranty notwithstanding the occurrence of any one or more of the following: (a) at any time or from time to time, without notice to Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Franchise Agreement is extended, or such performance or compliance is waived; (b) the Franchise Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Franchise Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Franchise Agreement is effected which does not require City's approval; or (e) any termination or suspension of the Franchise Agreement arising by reason of a default by Contractor.

6. Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

7. Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor guaranteed hereby, until such time as City receives payment or performance in full of all such obligations.

8. This Guaranty shall continue in full force and effect until all of the terms and conditions of the Franchise Agreement that Contractor is obligated to perform have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Franchise Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by City against Contractor arising out of the Franchise Agreement based on Contractor's failure to perform which has not been settled or discharged.

9. No delay on the part of City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of City to take other or further

action without notice or demand. No modification or waiver by City of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by City and by Guarantor, nor shall any waiver by City be effective except in the specific instance or matter for which it is given.

10. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

11. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

Michael J. Sangiacomo  
Recology Inc.  
50 California Street, 24<sup>th</sup> Floor  
San Francisco, CA 94111

12. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

13. This Guaranty shall inure to the benefit of City and its successors and shall be binding upon Guarantor and its successors, including a successor entity formed by a merger or consolidation, and a transferee of substantially all of its assets.

14. Guarantor represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

15. All notices required or permitted hereunder shall be in writing, shall be sent to the recipient's address set forth below (or such other address as the party may designate by written notice given in accordance with this section), and shall be deemed effectively given upon personal delivery to the party to be notified, or confirmed delivery by a nationally recognized overnight courier.

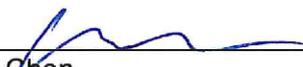
To City: City of Cotati  
Attention: City Manager  
201 West Sierra Avenue  
Cotati, California 94931

To Guarantor: Recology Inc.  
Attention: Legal Department  
50 California Street, 24<sup>th</sup> Floor  
San Francisco, CA 94111

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

**RECOLOGY INC.**

By:   
Michael J. Sangiacomo  
President and Chief Executive Officer

By:   
Cary Chen  
Corporate Secretary

**Recology**  
Reviewed by:  
BB  
Legal

**PERFORMANCE BOND  
Annual Form**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

Bond No. 106836417

**KNOW ALL BY THESE PRESENTS**, That we Recology Sonoma Marin, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of CA, as Surety, are held and firmly bound unto City of Cotati, as Obligee, in the maximum penal sum of Seven Hundred Thousand Dollars and 00/100 Dollars (700,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

**WHEREAS**, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Collection, Disposal and Processing of Solid Waste, Recyclables and Compostable Materials, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

**NOW, THEREFORE**, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of December 23, 2017 to December 23, 2018. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending June 30, 2023. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond June 30, 2023, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
Attn: Stephanie L. Miller

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 19th day of December, 2017.

Recology Sonoma Marin



By: Mary B. Lomele, Principal

Travelers Casualty and Surety Company of America  
Stephen T. Kazmer, Attorney-in-Fact





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. 106836417

Principal: Recology Sonoma Marin

OR

Project Description: Collection, Disposal and Processing of Solid
Waste, Recyclables and Compostable

Obligee: City of Cotati

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 Stephen T. Kazmer of the City of Downers Grove, State of IL, their true and lawful
Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of
June, 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: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of June, 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.



[Signature]
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

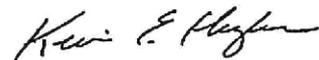
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 19th day of December, 2017.



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](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named Individuals and the details of the bond to which the power is attached.