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POWER OF ATTORNEY RESENTS: That Peerless insurance Company and/or The Netherlands Insurance Company, e Corporation having its principal office in the City of Keene, County of Cheshire, State of New Hampshire do/does hereby make, constitute and appoint: **Gordon W. Bates; John C. Barber; G. Michael Winslow; Mark A. Bates; Angela Janus* in the State of Indiana their/its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows: bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; unlimited as to Dollar Amount: and to bind the Company(ies) making this appointment thereby as fully and to the same extent as it such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority berein given are hereby patified and confirmed. AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT Section 7 of Article 3 of Bylaws of Peerless Insurance Company, as amended May 30, 1997, The Senior Vice President(s) and Vice Presidents(s) of the Company's Bond Profit Center may appoint and remove Attorneys-in-Fact and assign to them and revoke as appropriate such duties, powers and authority as may be advantageous to the Company including the execution and attestation of bonds, undertakings recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof and other documents on behalf of the Company with power to redelegate such authority." Section 9 of Article 5 of Bylaws of The Netherlands Insurance Company, as amended May 30, 1997 and June 16, 1997, states: "The Senior Vice President(s) and Vice President(s) of the Company's Bond Broth Company appoint and remove Attorneys-in-Fact, and assign to them and revoke as appropriate such duties, powers and authority as may be advantageous to the company including the execution and attestation of bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory is the nature thereof and other documents on behalf of the Company with power to redelegate such authority." USE OF FACSIMILE SIGNATURES Use of facsimile signatures by Petrless Insurance Company is made pursuant to Resolution of the Board of Directors of Peerless Insurance Company, dated April 28,1988. Use of facsionil signatures by The Netherlands Insurance Company is made pursuant to Resolution of the Board of Directors of The Netherlands Insurance Company, dated April 28, 1988. COMPANY MAKING APPOINTMENT The company making this appointment is identified by an X" in the box opposite its name in the space provided below. It is the intent of Peerless Insurance Company and The Netherlands Insurance Company to use this instrument for the appointment of Attorney(s)-in-Fact for either Company designated, or for both Companies, if so indicated. In Witness Whereof PEERLESS INSURANCE COMPANY _THE NETHERLANDS INSURANCE COMPANY has/have caused these presents to be signed by its Vice President, and its Corporate Seal to be hereto affixed by its Assistant Secretary, this 13th July __ day of _ THE NETHERLANDS INSURANCE COMPANY PEERLESS INSURANCE COMPANY Wice President Opne - J. Jaylor Vice President Assistant Secretary STATE OF NEW HAMPSHIRE **COUNTY OF CHESHIRE** The foregoing instrument was acknowledged before me this 13th day of _ July , by Matthew Klimczak, Vice President of the Bond Profit Center of Peerless Insurance Company and of The Netherlands Insurance Company and Jane F. Taylor, Assistant Secretary of Peerless Insurance Company and The Netherlands Insurance Company, New Hampshire Corporations, on behalf of the corporations, Rhonda E. Jardine I, Jane F. Taylor, Assistant Secretary of Peerless Insurance Company and The Netherlands Insurance Company do hereby certify that the above and foregoing is a true and correct copy of Power of Attorney executed by the Company(ies) designated above which is still in force and effect. In witness whereof, I have hereunto set my hand and affixed the Seal(s) of the Company(ies), at Keene, New Hampshire, this 1st day of July