

PERFORMANCE BOND

Bond No. K13534044

Know all men by these presents that Denali Water Solutions LLC, as PRINCIPAL, and Westchester Fire Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Fifty Three Thousand Seven Hundred Five and 00/100 Dollars (\$53,705.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

REMOVAL AND LAND APPLICATION OF LIQUID BIOSOLIDS
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-1718-111) with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 1st day of May, 2018, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 1st day of May, 2018.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)
Mark Marasco



Denali Water Solutions LLC

PRINCIPAL

Signed: 

Authorized Representative



Name and Title

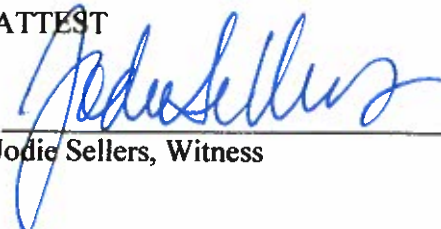
Address: 3308 Bernice Ave

Russellville, AR 72802

Telephone: 479-777-1227

(Corporate Seal)

ATTEST



Jodie Sellers, Witness

Westchester Fire Insurance Company

SURETY

Signed: 

Authorized Representative

William T. Krumm, Attorney-in-Fact

Name and Title

Address: 436 Walnut Street, P.O.Box 1000

Philadelphia, PA 19106

Telephone: (215) 640-1000

CORPORATE ACKNOWLEDGEMENT

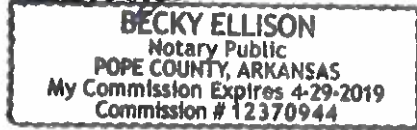
STATE OF Arkansas ~~OKLAHOMA~~)
)§
COUNTY OF Pope)

The foregoing instrument was acknowledged before me this 12th day of March,
20 18, by Andy McNeill, CEO of Denali Water Solutions LLC
Name and Title
a Delaware corporation, on behalf of the corporation.

WITNESS my hand and seal this 12th day of March 20 18.

Becky Ellison
Notary Public

My Commission Expires: 04-29-2019



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

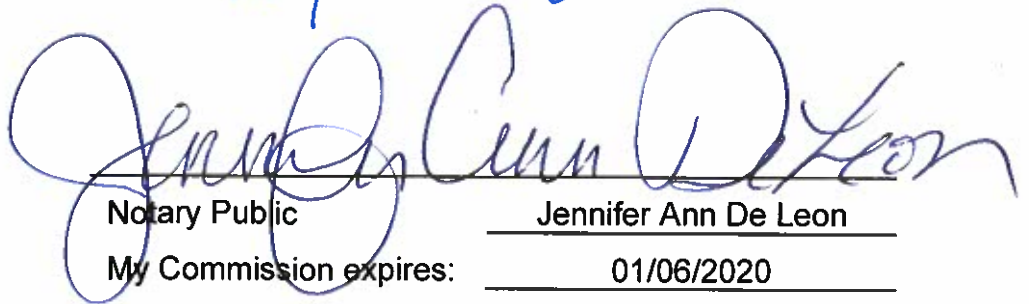
My Commission Expires: _____

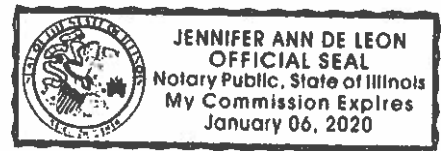
SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois
County of Cook

I, Jennifer Ann De Leon, Notary Public, do hereby certify that William T. Krumm Attorney-in-Fact, of Westchester Fire Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of Westchester Fire Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 1st day of May, 2018


Notary Public Jennifer Ann De Leon
My Commission expires: 01/06/2020



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Harold Miller Jr., Jodie Sellers, Jon A. Schroeder, Karen E. Socha, Kathleen Weaver, Patrick Gallagher, Sharon A. Foulk, William T. Krumm all of the City of Rolling Meadows, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIFTY MILLION DOLLARS & ZERO CENTS (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of December 2017



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

On this 5 day of December, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 28, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 15th day of May 2018



Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER DECEMBER 05, 2019.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

