

# APPLIANCE DEMANUFACTURING SURETY BOND

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Surety's Bond No.: SUR0035639

Principal: CLEAResult Consulting Inc.  
4301 Westlake Dr., Bldg. A, Ste. 300, Austin, TX 78746

Type of Organization: Corporation

State of Incorporation: Texas

Surety(ies): Argonaut Insurance Company  
P.O. Box 469011, San Antonio, TX 78246

Solid waste permit number, name, address, and current closure cost estimate, or portions thereof, for which each solid waste management facility guaranteed by this bond: Appliance Recycling at 4651 8<sup>th</sup> Avenue, Marion, IA 52302; Closure Cost Estimate: 10,010

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Total penal sum of bond: \$ Ten Thousand Ten and 00/100 (\$10,010.00)

**KNOW ALL PERSONS BY THESE PRESENTS**, That we, the Principal and Surety(ies) hereto are firmly bound to the State of Iowa, as Obligee, in the above penal sum for the payment of which we bind ourselves, our respective heirs, executors, administrators, successors, and assigns, jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

**WHEREAS**, said Principal is required, under Iowa Administrative Code 567 Chapter 118 (hereinafter Chapter 118) to have a permit in order to own or operate each solid waste management facility identified above; and

**WHEREAS**, said Principal has applied to said Obligee to operate a sanitary disposal project located within the State of Iowa and is required to provide financial assurance for closure care, as a condition of the permit and applicable laws, rules and regulations;

**NOW, THEREFORE, THE CONDITON OF THIS OBLIGATION IS SUCH** that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund an account for the benefit of the Obligee in the amount(s) identified above for each facility, if said Principal fails to properly close the site within 30 days of permit suspension, termination, revocation or expiration. The Principal shall fully indemnify and hold harmless the Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Or, if the Principal shall provide alternate financial assurance, as specified in Chapter 118, as applicable, and submit documentation of such alternate assurance, within 60 days of receipt of a written

notice of cancellation is received by both the Principal and the Obligee from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

**PROVIDED, THE LIABILITY OF THE SURETY** shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the Obligee that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into an account as directed by the Obligee.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notification by certified mail, return receipt requested, to the Principal and the Obligee, provided, however, that cancellation shall not occur during the 90 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Obligee, as evidenced by the return receipts; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

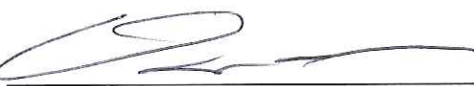
The Principal may terminate this bond only if the Principal substitutes alternate financial assurance prior to cancellation, or if said Principal is no longer required to demonstrate financial responsibility in accordance with Chapter 118.

**IN WITNESS THEREOF**, the Principal and Surety(ies) have executed this financial instrument under their respective hands and seals, this 7th day of March, 20 16.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies).

CLEAResult Consulting Inc.

**Principal** [Corporate Seal]

Signature: 

Name: David Mehdik Title: CFO

Signature: 

Name: Desmond Hall Title: witness

Argonaut Insurance Company

**Corporate Surety(ies)** [Corporate Seal]

Signature: 

Name: Angela M. Tindol, Attorney-in-Fact Title: Attorney-in-Fact

Signature: 

Name: Mona D. Weaver Title: Witness

State of Incorporation: Illinois



**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Anuj Jain, Sheila J. Montoya, Charles McDaniel, Mona D. Weaver, Angela M. Tindol, John Browning, Mary Ashley Allen

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$39,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.



Argonaut Insurance Company

by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument 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 County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of March, 2016.



*Sarah Heineman*

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGONAUT POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.