

APPENDIX I-C
FINANCIAL ASSURANCE DOCUMENTATION

TRUST AGREEMENT AND AMENDMENTS

TRUST AGREEMENT

Trust Agreement, the “Agreement,” entered into as of December 12, 2013 by and between Heritage Environmental Services, LLC an Indiana Limited Liability Company, the “Grantor,” and Wells Fargo Bank, National Association, a national banking association, the “Trustee.”

Whereas, the Arizona Department of Environmental Quality, “ADEQ,” an agency of the State of Arizona, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility.

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein.

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the Trustee under this Agreement, and the Trustee is willing to act as Trustee.

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term “Grantor” means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term “Trustee” means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the “Fund,” for the benefit of ADEQ. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, **IN TRUST**, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the ADEQ.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the ADEQ Director shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the ADEQ Director from the Fund for closure and post-closure expenditures in such amounts as the ADEQ Director shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the ADEQ Director specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating herein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in any other fiduciary capacity, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least thirty (30) days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the ADEQ Director a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than sixty (60) days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within ninety (90) days after the statement has been furnished to the Grantor and the ADEQ Director shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor Trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor Trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor Trustee shall specify the date on

which it assumes administration of the trust in writing sent to the Grantor, the ADEQ Director, and the present Trustee by certified mail ten (10) days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the ADEQ Director to the Trustee shall be in writing, signed by the ADEQ Director, or a designee of the ADEQ Director, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or ADEQ hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or ADEQ, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the ADEQ Director, by certified mail within ten (10) days following the expiration of the thirty (30) day period after the anniversary of the establishment of the trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to see a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the ADEQ Director, or by the Trustee and the ADEQ Director if the Grantor ceases to exist.

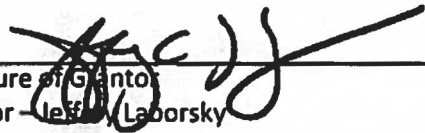
Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the ADEQ Director, or by the Trustee and the ADEQ Director, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the ADEQ Director issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Arizona.


Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.




Signature of Grantor
Grantor – Jeffrey Laborsky
Title – President

[Seal]

Attest: 


Signature
Title - DIRECTOR OF SAFETY & SECURITY

[Seal]



Signature of Trustee
Trustee: Connie Feltenberger, Wells Fargo Bank, National Association
Title - Authorized Officer

[Seal]

Attest: 

Signature TIMOTHY P. MARTIN
Title – Vice President

[Seal]

State of: Indiana

County of: Marion

On this 13th day of December, 2013, before me personally came Jeffrey Laborsky to me known, who, being by me duly sworn, did depose and say that he resides in Indiana; that he is President of Heritage Environmental Services, LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have set my hand and official seal this 13th day of December, 2013.



Carolyn K Clark
Signature of Notary Public

My Commission Expires: Nov. 7, 2017

My County of Residence is Marion

SCHEDULE A

IDENTIFICATION OF FACILITY AND CLOSURE COST ESTIMATE

NAME OF FACILITY:	Heritage Environmental Services, LLC
ADDRESS OF FACILITY:	284 East Storey Road Coolidge, Arizona 85128
EPA IDENTIFICATION NO.:	AZD 081 705 402
CURRENT CLOSURE COST ESTIMATE:	\$ 1,393,429
DATE OF ESTIMATE:	December 2013
LETTER OF CREDIT NUMBER:	SC7000256W
BANK:	Wells Fargo Bank, N.A.

SCHEDULE B



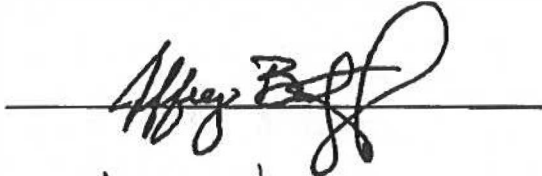
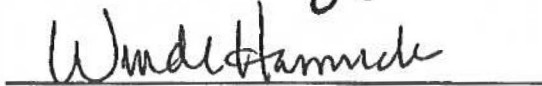
PROPERTY INITIALLY CONSTITUTING THE FUND

The Fund initially shall be unfunded and consist of no property. In the future the Fund may consist of the drawn proceeds from Letter of Credit No. SC7000256W dated November 2, 2011 issued by Wells Fargo Bank, N.A. to ADEQ as the Beneficiary and actually deposited by ADEQ with the Trustee.

Current face amount of Letter of Credit No. SC7000256W: \$ 1,393,429

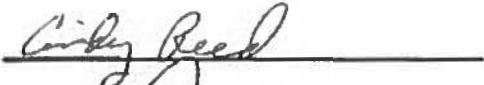
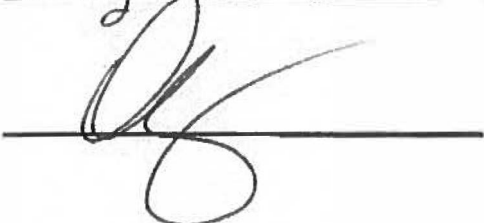
EXHIBIT A

**GRANTOR'S DESIGNEES FOR SIGNING WRITTEN
INSTRUCTIONS TO TRUSTEE**

NAME	SPECIMEN SIGNATURE
Jeffery Laborsky, President	
Deborah Edwards, Vice President	
Jeffrey Baetzel, Vice President	
Winde Hamrick, Vice President	

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Grantor:

Name	Title	Signature	Telephone Number
Cindy Reed	Cash Mgmt. Supervisor		317/228-8326
David Franz	Asst. Controller		317/228-8331

December 27, 2013

Via Overnight Mail

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Attention: Mr. Anthony Laverock

Via Overnight Mail

Heritage Environmental Services
7901 West Morris Street
Indianapolis, IN 46231
Attention: Craig Hogarth, Director of Safety and Compliance

Via Overnight Mail

Heritage Environmental Services
5400 W. 86th Street
Indianapolis, IN 46268
Attention: Cindy Reed

Re: Trust Agreement dated December 12, 2013 by and between Heritage Environmental Services, LLC (as "Grantor") and Wells Fargo Bank, National Association (the "Trustee").

Site: AZD 081 705 402
Heritage Environmental Services, LLC
284 East Storey Road, Coolidge, AZ 85128

Dear Mr. Laverock:

Attached is an original Trust Agreement dated December 12, 2013 by and between Heritage Environmental Services, LLC, the "Grantor", and Wells Fargo Bank, National Association, the "Trustee". This Trust Agreement has been established following normal procedures. The earlier Trust Agreements dated October 23, 1998 and March 12, 2012 in the possession of the State of Arizona for the above-referenced Heritage facility are superseded by the December 12, 2013 Trust Agreement.

Should you have any questions, please do not hesitate to call me at (312) 920-9179.

Sincerely,



Connie Feltenberger
Relationship Manager

Attachment

Together we'll go far



January 9, 2014

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Attention: Mr. Anthony Laverock

Heritage Environmental Services
7901 West Morris Street
Indianapolis, IN 46231
Attention: Craig Hogarth, Director of Safety and Compliance

Re: Trust Agreement dated December 12, 2013 by and between Heritage Environmental Services, LLC (as "Grantor") and Wells Fargo Bank, National Association (the "Trustee").

Site: AZD 081 705 402
Heritage Environmental Services, LLC
284 East Storey Road, Coolidge, AZ 85128

Dear Mr. Laverock:

Due to a typographical error in the amount of the closure cost estimate, attached are replacement pages 7 and 8 of the above referenced Trust Agreement. Should you have any questions, please do not hesitate to call me at (312) 920-9179.

Sincerely,



Connie Feltenberger
Relationship Manager

Attachment




AMENDMENT 001 - TRUST AGREEMENT

THIS Amendment 001 made and entered into this 11th day of September 2014 amends that certain "Trust Agreement" dated December 12, 2013 by and between Heritage Environmental Services, LLC, as "Grantor", and Wells Fargo Bank, National Association, a national banking association as "Trustee," in the following particulars:


1. Grantor's Schedule A is hereby replaced with the attached Amendment 001 Schedule A
2. Grantor's Schedule B is hereby replaced with the attached Amendment 001 Schedule B
4. All terms and conditions of the Trust Agreement, except as amended hereby, shall remain in full force and effect.

DATED the day and year first above written.



Signature of Grantor
Heritage Environmental Services, LLC
Jeffrey Laborsky
President

Attest:



Accepted and Acknowledged on

by: Connie Feltenberger
Signature of Trustee
Wells Fargo Bank, National Association
Connie Feltenberger
Authorized Officer

Attest:



State of Indiana)
)
County of Marion) SS:

"On this day September 11, 2014 before me personally came Jeffrey Laborsky to me known, who, being by me duly sworn, did depose and say that he resides in Indianapolis, Indiana that he is a President of Heritage Environmental Services, LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to such instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

David A. Johnson
Notary Public

My Commission Expires: 4-20-22

My county of residence is: Johnson

AMENDMENT 001 - SCHEDULE A
IDENTIFICATION OF FACILITY AND CLOSURE COST ESTIMATE

NAME OF FACILITY:	Heritage Environmental Services, LLC
ADDRESS OF FACILITY:	284 East Storey Road Coolidge, Arizona 85128
EPA IDENTIFICATION NO.:	AZD 081 705 402
CURRENT CLOSURE COST ESTIMATE:	\$ 1,393,429
DATE OF ESTIMATE:	December 2013
SURETY BOND NUMBER:	1101557
SURETY COMPANY:	Lexon Insurance Company

AMENDMENT 001 SCHEDULE B
PROPERTY INITIALLY CONSTITUTING THE FUND

Account Information for the issuing institution for this standby trust agreement:

Wells Fargo Bank, National Association
10 South Wacker Drive
13th Floor
Chicago, IL 60606

Account Number 46654500

Contact information for Bank who will be responsible for information/questions regarding this standby trust agreement:

Name: Connie Feltenberger
Title Corporate, Municipal and Escrow Solutions
Telephone: (312) 920-9179

The Fund initially shall be unfunded and consist of no property. In the future the Fund may consist of the drawn proceeds from Surety Bond(s) issued by Lexon Insurance Company as follows:

Lexon Insurance Company
10002 Shelbyville Road, Suite 100
Louisville, Kentucky 40223

Current Face Value of Surety

Surety Number	Facility Name	Closure and/or Post Closure Amount
1101557	Heritage Environmental Services, LLC Coolidge Arizona Facility	\$ 1,393,429

September 16, 2014

Via First Class Mail

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Attn: Henry R. Darwin, Director

Re: Trust Agreement dated March 12, 2012 by and between Heritage Environmental Services, LLC (as "Grantor") and JP Morgan Chase Bank, NA (the "Trustee").

Site: AZD 081 705 402
Heritage Environmental Services, LLC
284 East Storey Road, Coolidge, AZ 85128

Dear Director Darwin:

Attached for your files is Amendment 001 dated August 29, 2014 to the Trust Agreement. Should you have any questions, please do not hesitate to call me at (312) 920-9179.

Sincerely,



Connie Feltenberger
Relationship Manager

cc:
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Attn: Mr. Anthony Laverock

Heritage Environmental Services, LLC
Attn: **Craig Hogarth**
7901 West Morris Street
Indianapolis, IN 46268

Together we'll go far



AMENDMENT 002 - TRUST AGREEMENT

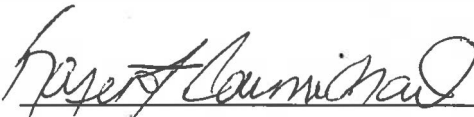
THIS Amendment 002 made and entered into this 29th day of August 2018 amends that certain "Trust Agreement" dated December 12, 2013 by and between Heritage Environmental Services, LLC, as "Grantor", and Wells Fargo Bank, National Association, a national banking association as "Trustee," in the following particulars:

1. Grantor's Schedule A is hereby replaced with the attached Amendment 002 Schedule A.
2. Grantor's Schedule B is hereby replaced with the attached Amendment 002 Schedule B.
3. Grantor's Exhibit A is hereby replaced with the attached Amendment 002 Exhibit A.
4. All terms and conditions of the Trust Agreement, except as amended hereby, shall remain in full force and effect.

DATED the day and year first above written.



 Signature of Grantor
 Heritage Environmental Services, LLC
 Jeffrey Laborsky
 President and Chief Executive Officer

Attest: 

Accepted and Acknowledged on _____ by: 

 Signature of Trustee
 Wells Fargo Bank, National Association
 Reda Sabaliauskaite
 Authorized Officer

Attest: 

Patrick St. Fleur

State of Indiana)
)
County of Marion) SS:

"On this day August 2, 2018 before me personally came Jeffrey Laborsky to me known, who, being by me duly sworn, did depose and say that he resides in Indianapolis, Indiana that he is President and Chief Executive Officer of Heritage Environmental Services, LLC, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to such instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public

My Commission Expires: 4-20-22

My county of residence is: Johnson

My Commission Number is: 652889

AMENDMENT 002 - SCHEDULE A
IDENTIFICATION OF FACILITY AND CLOSURE COST ESTIMATE

NAME OF FACILITY:	Heritage Environmental Services, LLC
ADDRESS OF FACILITY:	284 East Storey Road Coolidge, Arizona 85128
EPA IDENTIFICATION NO.:	AZD 081 705 402
CURRENT CLOSURE COST ESTIMATE:	\$ 1,676,751
POST CLOSURE COST ESTIMATE:	\$ 0.00
SURETY BOND NUMBER:	30043726
SURETY COMPANY:	Continental Casualty Company

AMENDMENT 002 SCHEDULE B
PROPERTY INITIALLY CONSTITUTING THE FUND

Account Information for the issuing institution for this standby trust agreement:

Wells Fargo Bank, National Association
171 17th Street NW, Fourth Floor
Atlanta, GA 30363

Account Number 48382700

Contact information for Bank who will be responsible for information/questions regarding this standby trust agreement:

Name: Patrick St. Fleur
Title Assistant Vice President – Relationship Manager
Telephone: (404) 214-6338

The Fund initially shall be unfunded and consist of no property. In the future, the Fund may consist of the drawn proceeds from Surety Bond(s) issued by Continental Casualty Company as follows:

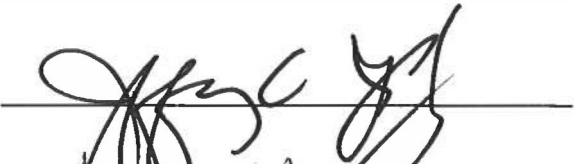
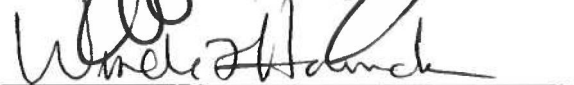


Continental Casualty Company
151 N. Franklin St.
Chicago, IL 60606

Current Face Value of Surety:

Surety Number	Facility Name	Closure and/or Post Closure Amount
30043726	Heritage Environmental Services, LLC Coolidge Arizona Facility	\$ 1,676,751

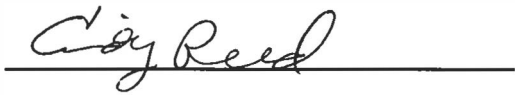

AMENDMENT 002 EXHIBIT A

GRANTOR'S DESIGNEES FOR SIGNING WRITTEN INSTRUCTIONS TO TRUSTEE

NAME	SPECIMEN SIGNATURE
Jeffrey Laborsky, President and Chief Executive Officer	
Winde F. Hamrick, Vice President	
David Franz, Vice President	
Deborah C. Dobbins, Vice President and Secretary	

Telephone Number(s) for Call-Backs and Person(s) Designated to Confirm Funds Transfer Instructions

If to Grantor:

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Telephone Number</u>
Cindy Reed	Cash Manager		317/228-8326
David Franz	Vice President		317/228-8331

WELLS
FARGO

Wells Fargo Bank, N.A.
171 17th Street,
4th Floor
Atlanta, GA 30363

August 28, 2018

Via Overnight Mail:

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Attn: Misael Cabrera

Re: Trust Agreement dated December 12, 2013 by and between Heritage Environmental Services, LLC (as "Grantor") and Wells Fargo Bank, National Association (the "Trustee").

Site: AZD 081 705 402
Heritage Environmental Services, LLC
284 East Storey Road, Coolidge, AZ 85128

Dear Director Cabrera:

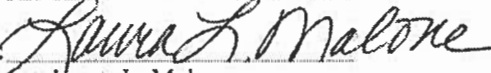
Attached for your files is Amendment 002 dated August 29th, 2018 to the Trust Agreement. Please acknowledge your receipt of the amendment by executing the signature block below and return the signed letter via email to rcda.sabaliauskaite@wellsfargo.com for our file. Should you have any questions, please do not hesitate to call me at (404) 214-3960.

Sincerely,



Reda Sabaliauskaite
Vice President

ACCEPTED AND ACKNOWLEDGED:

By: 
Name: Laura L. Malone
Title: Director of Waste Programs Division
Arizona Department of Environmental Quality
Date: ~~September 18, 2018~~
October 4, 2018

cc:

Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Attn: Mr. Anthony Leverock

Heritage Environmental Services, LLC
Attn: Craig Hogarth
6510 Telecom Drive, Suite 400
Indianapolis IN, 46278

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SURETY BOND AND AMENDMENTS

INCREASE PENALTY RIDER

Inflation Adjustment for 2023

BOND AMOUNT \$1,838,181.00 BOND NO. 30043726

To be attached and form a part of Bond No. 30043726 dated the 29th Day of August, 2018, executed by Continental Casualty Company as surety, on behalf of Heritage Environmental Services, LLC as current principal of record, and in favor of Arizona Department of Environmental Quality, as Obligee for AZD 081 705 402, and in the amount of One Million Eight Hundred Thirty Eight Thousand One Hundred Eighty One Dollars and 00/100 (\$1,838,181.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Continental Casualty Company hereby consents that effective from the 29th Day of August, 2023, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: One Million Eight Hundred Thirty Eight Thousand One Hundred Eighty One Dollars and 00/100 (\$1,838,181.00)

TO: One Million Nine Hundred Sixty Six Thousand Eight Hundred Fifty Four Dollars and 00/100 (\$1,966,854.00)

The INCREASE of said bond penalty shall be effective as of the 29th Day of August, 2023, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 14th Day of August, 2023

Heritage Environmental Services, LLC
PRINCIPAL

BY: Wade F. Hamel

Continental Casualty Company
SURETY

BY: Angela M. Riley
Angela M. Riley, ATTORNEY-IN-FACT



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Angela M. Riley , Individually

of their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30043726

Principal: Heritage Environmental Services, LLC

Obligee: Arizona Department of Environmental Quality

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of May, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of August, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

INCREASE PENALTY RIDER
Inflation Adjustment for 2022

BOND AMOUNT \$1,765,157.00 BOND NO. 30043726

To be attached and form a part of Bond No. 30043726 dated the 29th Day of August, 2018, executed by Continental Casualty Company as surety, on behalf of Heritage Environmental Services, LLC as current principal of record, and in favor of Arizona Department of Environmental Quality, as Obligee for AZD 081 705 402, and in the amount of One Million Seven Hundred Sixty Five Thousand One Hundred Fifty Seven Dollars and 00/100 (\$1,765,157.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Continental Casualty Company hereby consents that effective from the 29th Day of August, 2022, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: One Million Seven Hundred Sixty Five Thousand One Hundred Fifty Seven Dollars and 00/100 (\$1,765,157.00)

TO: One Million Eight Hundred Thirty Eight Thousand One Hundred Eighty One Dollars and 00/100 (\$1,838,181.00)

The INCREASE of said bond penalty shall be effective as of the 29th Day of August, 2022, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 8th Day of August, 2022

Heritage Environmental Services, LLC
PRINCIPAL

BY: *Chris Vetter*

Continental Casualty Company
SURETY

BY: *Angela M. Riley*
Angela M. Riley, ATTORNEY-IN-FACT



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Angela M. Riley , Individually

of Indianapolis, IN , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30043726

Principal: Heritage Environmental Services, LLC

Obligee: Arizona Department of Environmental Quality

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of August, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

**Increase PENALTY RIDER
Inflation Adjustment for 2021**

BOND AMOUNT \$1,744,209.00 BOND NO. 30043726

To be attached and form a part of Bond No. 30043726 dated the 29th day of August, 2018, executed by Continental Casualty Company as surety, on behalf of Heritage Environmental Services, LLC as current principal of record, and in favor of Arizona Department of Environmental Quality, as Obligee, and in the amount of One Million Seven Hundred Forty Four Thousand Two Hundred Nine Dollars and 00/100 (\$1,744,209.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Continental Casualty Company hereby consents that effective from the 29th day of August, 2021, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

FROM: One Million Seven Hundred Forty Four Thousand Two Hundred Nine Dollars and 00/100 (\$1,744,209.00)

TO: One Million Seven Hundred Sixty Five Thousand One Hundred Fifty Seven Dollars and 00/100 (\$1,765,157.00)

The Increase of said bond penalty shall be effective as of the 29th day of August, 2021, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 13th day of August, 2021.

Heritage Environmental Services, LLC
PRINCIPAL

BY: Wanda F. Hamill



Continental Casualty Company
SURETY

BY: Angela M. Riley
Angela M. Riley, ATTORNEY-IN-FACT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Crysty D Nurse, Larry J Simons, Angela M Riley, Andrew A Lanphere, Brian T Morton, Kathryn R Postma, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 13th day of August, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

**Increase PENALTY RIDER
Inflation Adjustment for 2020**

BOND AMOUNT \$1,714,109.00

BOND NO. 30043726

To be attached and form a part of Bond No. 30043726 dated the 29th day of August, 2018, executed by Continental Casualty Company as surety, on behalf of Heritage Environmental Services, LLC as current principal of record, and in favor of Arizona Department of Environmental Quality, as Obligee, and in the amount of One Million Seven Hundred Fourteen Thousand One Hundred Nine Dollars and 00/100 (\$1,714,109.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Continental Casualty Company hereby consents that effective from the 29th day of August 2020, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

FROM: One Million Seven Hundred Fourteen Thousand One Hundred Nine Dollars and 00/100 (\$1,714,109.00)

TO: One Million Seven Hundred Forty Four Thousand Two Hundred Nine Dollars and 00/100 (\$1,744,209.00)

The Increase of said bond penalty shall be effective as of the 29th day of August, 2020, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 5th day of August 2020.

Heritage Environmental Services, LLC
PRINCIPAL

BY: _____



Continental Casualty Company
SURETY

BY: _____



Lisa M. Parsley, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

Arizona Department of Environmental Quality
OBLIGEE

BY: _____

TITLE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian T. Morton, David M. Oliger, Lisa M. Parsley, Kathryn R. Postma, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 29th day of July, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of July, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5th day of August, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

**Increase PENALTY RIDER
Inflation Adjustment for 2019**

BOND AMOUNT \$1,676,751.00

BOND NO. 30043726

To be attached and form a part of Bond No. 30043726 dated the 29th day of August, 2018, executed by Continental Casualty Company as surety, on behalf of Heritage Environmental Services, LLC as current principal of record, and in favor of Arizona Department of Environmental Quality, as Obligee, and in the amount of One Million Six Hundred Seventy Six Thousand Seven Hundred Fifty One Dollars and 00/100 (\$1,676,751.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Continental Casualty Company hereby consents that effective from the 29th day of August, 2019, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

FROM: One Million Six Hundred Seventy Six Thousand Seven Hundred Fifty One Dollars and 00/100 (\$1,676,751.00)

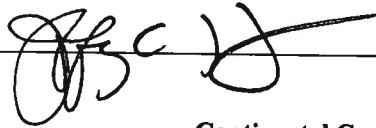
TO: One Million Seven Hundred Fourteen Thousand One Hundred Nine Dollars and 00/100 (\$1,714,109.00)

The Increase of said bond penalty shall be effective as of the 29th day of August, 2019, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 28th day of June, 2019.

Heritage Environmental Services, LLC
PRINCIPAL

BY: _____



Continental Casualty Company
SURETY

BY: _____



Lisa M. Becker, ATTORNEY-IN-FACT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Eric M. Wahlstrom, Brian T. Morton, Tina N. Senefeld, David M. Olinger, Tia A. Boice, Lisa M. Becker, Kathryn R. Postma, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of July, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 12th day of July, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of June, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

Performance Bond

Date bond executed: **AUGUST 29, 2018**

Effective date: **AUGUST 29, 2018**

Principal: **HERITAGE ENVIRONMENTAL SERVICES, LLC**
5400 WEST 86TH STREET
INDIANAPOLIS, IN 46268

Type of organization: **LIMITED LIABILITY COMPANY**

State of organization: **INDIANA**

Surety(ies): **CONTINENTAL CASUALTY COMPANY**
151 N FRANKLIN ST
CHICAGO, IL 60606

EPA identification number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond:

HERITAGE ENVIRONMENTAL SERVICES, LLC
284 EAST STOREY ROAD
COOLIDGE, AZ 85128

EPA Identification Number **AZD 081 705 402**

Closure Amount: **\$ 1,676,751.00**

Post-Closure Amount: **\$ 0.00**

Total penal sum of bond: **\$ 1,676,751.00**

Surety's bond number: **30043726**

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Arizona Department of Environmental Quality (hereinafter called ADEQ) an agency of the State of Arizona, in the above penal sum for the payment of which we bind ourselves, our 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 the Resource Conservation and Recovery Act as amended (RCRA), to have a permit in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in Subpart H of 40 CFR Part 264, and obtain the Director of the ADEQ's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Director of the ADEQ from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Director of the ADEQ that the Principal has been found in violation of the closure requirements of 40 CFR Part 264, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the Director of the ADEQ .

Upon notification by the Director of the ADEQ that the Principal has been found in violation of the post-closure requirements of 40 CFR Part 264 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the Director of the ADEQ .

Upon notification by the Director of the ADEQ that the Principal has failed to provide alternate financial assurance as specified in Subpart H of 40 CFR Part 264, and obtain written approval of such assurance from the Director of the ADEQ during the 90 days following receipt by both the Principal and the Director of the ADEQ of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Director of the ADEQ.

The surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

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 notice of cancellation by certified mail to the owner or operator and to the Director of the ADEQ, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Director of the ADEQ, as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Director of the ADEQ .

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the Director of the ADEQ .

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

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) and that the wording of this surety bond is identical to the wording specified in 40 CFR 264.151(c) as such regulation was constituted on the date this bond was executed.

Principal

HERITAGE ENVIRONMENTAL SERVICES, LLC

Signature(s)

Jeffrey Laborsky

Name(s)

President and Chief Executive Officer

Title(s)

Corporate seal

Corporate Surety(ies)

CONTINENTAL CASUALTY COMPANY

151 N FRANKLIN ST

CHICAGO, IL 60606

Name and address

State of incorporation: **ILLINOIS**

Liability limit: \$ **1,676,751.00**

Signature(s)

ERIC M. WAHLSTROM, ATTORNEY-IN-FACT

Name(s) and title(s)

Corporate seal

Bond premium: \$ **21,346.00**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Eric M. Wahlstrom, Robert M. Rutigliano, Brian T. Morton, Terry R. Hurst, Christina Marie Schmitter, Tia A. Boice, Tina N. Senefeld, David M. Olinger, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 20th day of October, 2016.

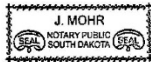


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of October, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 29th day of August, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
D. Bult Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

CONTINENTAL CASUALTY COMPANY
Chicago, Illinois
Statement of Net Admitted Assets and Liabilities
December 31, 2017

ASSETS

Bonds	\$ 31,658,852,177
Stocks	5,021,543,828
Mortgage loans on real estate	803,143,193
Cash, cash equivalents, and short-term investments	555,006,970
Other invested assets	2,382,474,201
Receivables for securities	48,308,460
Investment income due and accrued	334,612,857
Premiums and considerations	1,985,328,950
Amounts recoverable from reinsurers	90,661,571
Funds held by or deposited with reinsured companies	6,358,259
Net deferred tax asset	511,563,870
Other assets	130,458,136
Total Assets	\$ 43,528,312,472

LIABILITIES AND SURPLUS

Losses	\$ 15,339,313,230
Loss adjustment expense	2,122,924,311
Other expenses	944,324,203
Taxes, License and fees	178,837,705
Federal and foreign income taxes payable	176,039,449
Unearned premiums	13,503,739,556
Ceded reinsurance premiums payable (net of ceding commissions)	611,309,856
Provision for reinsurance	90,226,726
Other liabilities	(164,618,613)
Total Liabilities	\$ 32,802,096,423

Surplus Account:	
Capital paid up	\$ 35,632,565
Gross paid in and contributed surplus	5,684,824,266
Special Surplus	492,708,143
Unassigned funds	4,513,051,076
Surplus as regards policyholders	\$ 10,726,216,049
Total Liabilities and Capital	\$ 43,528,312,472

I, Troy Wray, Assistant Vice President of Continental Casualty Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Casualty Company as of that date.

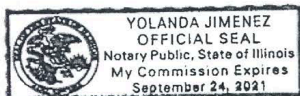


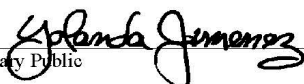
CONTINENTAL CASUALTY COMPANY

By 
Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:




Notary Public

**STATE
OF
ARIZONA**

DEPARTMENT OF INSURANCE

*THIS IS TO CERTIFY, THAT THIS
INSTRUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON
FILE WITH THE DEPARTMENT OF
INSURANCE OF THE STATE OF ARIZONA
AND CONSISTS OF 1PAGE(S)*

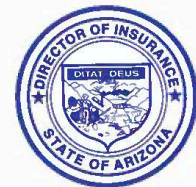
**HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT
FOR THE DIRECTOR OF INSURANCE THIS 11 JUNE 2018.**



AUTHORIZED REPRESENTATIVE

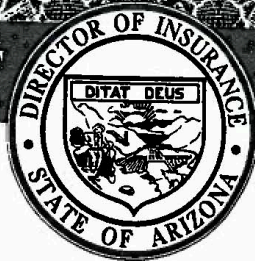
CERTIFICATE NO.:

299460



STATE OF

ARIZONA



DEPARTMENT

OF INSURANCE

Phoenix, Arizona

CERTIFICATE OF AUTHORITY

IT IS HEREBY CERTIFIED, That

CONTINENTAL CASUALTY COMPANY
Chicago, Illinois

has complied with the requirements of the Arizona Revised Statutes and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance, to-wit:

DISABILITY, PROPERTY, VEHICLE,
MARINE AND TRANSPORTATION, SURETY,
CASUALTY (INCLUDING WORKMEN'S COMPENSATION)

within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute 20-217 (C) states:

A Certificate of Authority remains the property of this state. Upon termination at the request of the insurer or revocation by the Director, the insurer shall immediately deliver the Certificate of Authority to the Director.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix this 21st day of July, 1979.



[Handwritten Signature]

Director of Insurance

299460

E-146 7/79

HAZARDOUS WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE

HAZARDOUS WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE

1. Ironshore Specialty Insurance Company, (the "Insurer"), of 175 Berkeley Street, Boston, MA 02116 hereby certifies that it has issued liability insurance covering bodily injury and property damage to Heritage Environmental Services, LLC, (the "insured"), of 6510 Telecom Drive, Suite 400, Indianapolis, IN 46278 in connection with the insured's obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147. The coverage applies at

<u>EPA ID #</u>	<u>Name of Facility</u>	<u>Address</u>
AZD 081 705 402	Heritage Environmental Services, LLC	284 East Storey Road Coolidge, AZ

for sudden accidental occurrences. The limits of liability are \$1,000,000 each occurrence and \$2,000,000 annual aggregate, exclusive of legal defense costs. The coverage is provided under policy number ISPILLSCBRJB003, issued on August 14, 2023. The effective date of said policy is August 1, 2023.

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in a financial test for liability coverage (40 CFR 264.147(f) or 265.147(f)).
 - (c) Whenever requested by the U.S. Environmental Protection Agency (EPA), the Insurer agrees to furnish to the Regional Administrator a signed duplicate original of the policy and all endorsements.
 - (d) Cancellation of the insurance, whether by the Insurer or the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which the facility is located.
 - (e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of 30 days after a copy of such written notice is received by the Regional Administrator(s) of EPA Region(s) in which the facility is located.

I hereby certify that the wording of this instrument is identical to the wording specified in 40 CFR 264.151(j) as such regulations were constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.



Signature of authorized representative of Insurer

Maureen Lanty
Vice President, Environmental Division
Authorized Representative of Ironshore Specialty Insurance Company
1 N Franklin St, Ste 2100, Chicago, IL 60606