



**Aubrey Dunn, Commissioner of Public Lands  
State of New Mexico**

**RECLAMATION BOND FOR COMMERCIAL LEASES**

File with:

New Mexico State Land Office  
Commercial Resources Division  
310 Old Santa Fe Trail, Santa Fe, NM 87501  
P.O. Box 1148, Santa Fe, NM 87504-1148

BOND NO. E063544  
(For use of Surety Company)

BOND NO. \_\_\_\_\_  
(For use of NMSLO)

EFFECTIVE DATE: 9/15/2016

LEASE NO. BL-2399

KNOW ALL PERSONS BY THESE PRESENTS:

Lessee Name: BULLWHIP WATER SOLUTIONS, LLC  
Lessee's Address: PO BOX 3246  
State in which Lessee is Organized: NEW MEXICO

Surety Name: GREAT AMERICAN INSURANCE COMPANY  
Surety Business Address: 301 EAST 4TH STREET,  
CINCINNATI, OH 45202  
State in which Surety is Organized: OHIO

WHEREAS, Lessee, authorized to do business in the State of New Mexico, and Surety, authorized by the Superintendent of Insurance to do business in the State of New Mexico, pursuant to the Commissioner of Public Land's authority to manage state trust land and leases in Sections 19-2-1 and 19-2-2 NMSA 1978, are jointly and severally firmly bound to the State of New Mexico's State Land Office ("NMSLO"), or its successor, for payment in the amount of **two hundred fifty thousand dollars (\$250,000)**.

WHEREAS, Lessee holds a Recycling Containment and Recycling Facility Business Lease with NMSLO, and has installed or will install a recycling containment and recycling facility on the state trust land described in and covered by said NMSLO Lease No. BL-2399 ("the Lease), located in Section 10, Township 26SOUTH, Range 28 EAST, N.M.P.M., EDDY County, New Mexico ("the Lease Land").

WHEREAS, the construction and operation of Lessee's recycling containment and recycling facility will cause surface and subsurface impacts to the Lease Land.

WHEREAS, Lessee and Surety expressly agree, under this Bond obligation, to cause and ensure compliance with all performance requirements of the Lease, as well as the proper removal of improvements, remediation, reclamation and restoration of the Lease Land, including but not limited to the requirements of Lease Paragraphs 13 and 14, any and all performance requirements,

costs, fees, rent, fines in the Lease, 19.2.9 NMAC, 19.15.34 NMAC (including but not limited to 19.15.34.14 "Closure and Site Reclamation Requirements For Recycling Containments"), and any other applicable rules or laws ("Obligations"). Lessee and Surety further expressly agree that the Obligations of this Bond also include any costs, fees (including reasonable attorney's fees) incurred by NMSLO in enforcing any Obligations covered by this Bond, including the collection and forfeiture of this Bond. Additionally, Lessee and Surety expressly agree that the Obligations of this Bond also include any damages to the surface of the Lease Land, livestock, water, crops, tangible improvements or surface improvements suffered by reason of Lessee's operations on the Lease Land by NMSLO or under any state lease, permit, right-of-way or easement heretofore or hereafter executed by the Commissioner of Public Lands.

WHEREAS, Lessee and Surety agree to complete or make good and sufficient recompense, satisfaction or payment to NMSLO, for all Obligations under this Bond.

THEN AND IN THAT EVENT, this Bond and obligation shall be null and void; otherwise, and in default of complete compliance with any and all of said Obligations, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, that thirty (30) days after receipt by NMSLO's Commercial Resources Division of written notice of cancellation from the Surety, the obligation of the Surety shall terminate as to any Obligations placed and arising on or from the Lease or Lease Land after the said 30-day period, but shall continue in effect, notwithstanding said notice, as to Obligations placed or arising on or from the Lease or Lease Land before the 31<sup>st</sup> day after receipt of said notice; under such circumstances, the determination of what Obligations were placed and arising on or from the Lease or Lease Land as of the 31<sup>st</sup> day after receipt of said notice shall be made exclusively by NMSLO. The liability of Surety on this Bond shall not expire upon the termination of the Lease, but shall remain in full force and effect until released in writing by the Commissioner of Public Lands. The term of this bond shall be a minimum of five (5) years, unless released in writing earlier by the Commissioner of Public Lands.

Signed and sealed this 15TH day of SEPTEMBER, 20 16.

\_\_\_\_\_  
PRINCIPAL Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

Note: If Principal is a corporation, affix corporate seal here.

Valerie Aber  
SURETY Signature

VALERIE ABER ATTORNEY-IN-FACT  
Printed Name and Title

301 E 4TH STREET  
Street Address

CINCINNATI, OHIO 45202  
City, State and Zip Code

Note: If corporate surety, affix corporate seal here.

*[Acknowledgement on the following page.]*

**ACKNOWLEDGMENT FORM FOR NATURAL PERSONS:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared  
\_\_\_\_\_ to me known to be the person(s) described in and who  
executed the same as (his, her, their) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this  
certificate first above written.

\_\_\_\_\_  
My Commission Expires  
(Notary seal)

\_\_\_\_\_  
Notary Public name

\_\_\_\_\_  
Notary signature

**ACKNOWLEDGMENT FORM FOR CORPORATION:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared  
\_\_\_\_\_, to me personally known, who, being by me duly  
sworn, did say that s/he is \_\_\_\_\_ of  
\_\_\_\_\_ and that this instrument was signed and  
sealed on behalf of said corporation by authority of its board of directors, and acknowledged said  
instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this  
certificate first above written.

\_\_\_\_\_  
My Commission Expires  
(Notary seal)

\_\_\_\_\_  
Notary Public name

\_\_\_\_\_  
Notary signature

**ACKNOWLEDGMENT FORM FOR CORPORATE SURETY:**

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this 15TH day of SEPTEMBER, 20 16, before me personally appeared  
VALERIE ABER to me personally known, who, being by me duly  
sworn, did say that s/he is ATTORNEY-IN-FACT of  
GREAT AMERICAN INSURANCE COMPANY and that this instrument was signed and sealed  
on behalf of said corporation by authority of its board of directors, and acknowledged said  
instrument to be the free act and deed of said corporation.

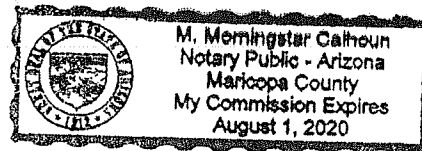
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this  
certificate first above written.

AUGUST 1, 2020  
My Commission Expires

M. MORNINGSTAR CALHOUN  
Notary Public name

M. Morningstar Calhoun  
Notary signature

(Notary seal)



(Note: Corporate surety attach power of attorney.)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COMMISSIONER OF PUBLIC LANDS

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than one

Bond No. E063544

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Valerie Aber	2424 W Missouri Ave Phoenix, AZ 85015-2205	\$250000---

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of September, 2016  
Attest  
GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*David C. Kitchen*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15th day of September, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 06-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of September, 2016



*Atty L C. B.*

Assistant Secretary