

December 15, 2022

Mr. Kurt Rhea
Radiation Pros, LLC
14 Inverness Dr E, Suite A-220
Englewood, CO 80112

Re: IJJA Reclamation Package 7

Dear Mr. Kurt Rhea:

Thank you for your bid proposal for plugging work. All bids were opened and read publicly at 3:00 p.m. December 2, 2022. You have been awarded Reclamation Package 7 for the bid of \$4,078,605.96.

As specified in the bid instructions, you are expected to enter into a written contract within ten days. Before the contract is signed, the following must be submitted to our office.

1. A Certificate of Premium Payment showing current workers compensation coverage.
2. A Statement of Income, Sales/Use Tax Clearance from the ND Tax Commissioner.
3. A LABOR AND MATERIAL PAYMENT BOND in the amount of \$354,560.68 on the form provided in the bid package
4. A PERFORMANCE BOND in the amount of \$354,560.68 on the form provided in the bid package
5. A Certificate of Insurance and copy of the endorsement meeting the insurance provisions of the WELL RECLAMATION CONTRACT.

Sincerely,

Cody VanderBusch

Cody VanderBusch
Reclamation Specialist

WELL RECLAMATION CONTRACT

The parties to this contract are the State of North Dakota, acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division, (COMMISSION) and Radiation Pros, LLC, 14 Inverness Dr. E, Suite A-220, Englewood, Co 80112(CONTRACTOR);

I

SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by COMMISSION, shall provide all materials and labor necessary for and shall perform the work described in the Reclamation Specifications, attached hereto as Exhibit A and incorporated into this contract, for the following wells:

See attached list of wells.
Reclaim Package 7

II

TIME FOR COMPLETION

CONTRACTOR shall complete the work under this contract must be completed by **April 1, 2024** and all invoices must be received by **May 30, 2024**. There is an urgency by the Commission to get the work done in a timely and effective manner.

III

COMPENSATION

COMMISSION will pay the CONTRACTOR for the services provided under this contract an amount not to exceed (\$ 4,078,605.96), to be paid within thirty days after COMMISSION has accepted the work. If COMMISSION determines, in its sole discretion, that the well cannot be removed according to the Reclamation Specifications attached hereto as Exhibit A, COMMISSION may modify the Reclamation Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications (per potential extras estimate) result in increased material and labor costs, CONTRACTOR's compensation will be increased by an amount equal to the usual and customary charges as determined by COMMISSION, for the additional material and labor. In the case where such modifications result in decreased material and labor costs, CONTRACTOR's compensation will be decreased by an amount based on the usual and customary changes relative to the material and labor expenses, as determined by COMMISSION.

IV

CONTRACT DOCUMENTS

The contract documents that accompany this contract are the Invitation to Bid, Instructions to Bidder, Bid Form, Reclamation Specifications and Contractor's Performance Bond and Labor and Materials Payment Bond and are incorporated as part of the contract. In the event of any inconsistency or conflict among the documents making up this contract, the terms of the contract shall control.

policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by COMMISSION;

- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the COMMISSION. The policies shall be in form and terms approved by COMMISSION.
- 3) COMMISSION will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify COMMISSION under this agreement shall not be limited by the insurance required by this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) A provision that CONTRACTOR's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the CONTRACTOR's insurance and shall not contribute with it;
 - c) Cross liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this contract is a material breach of contract entitling COMMISSION to terminate this contract immediately.
- 8) CONTRACTOR shall provide at least 30-day notice of any cancellation or material

XII
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including but not limited to, those relating to nondiscrimination, accessibility, and civil rights (*See* N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women).

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums.

CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling the COMMISSION to terminate in accordance with the Termination for Cause section of this Contract.

XIII
SEVERABILITY

If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms are unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XIV
STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR will maintain all of these records for at least three years (3) following completion of this contract and be able to provide them upon reasonable notice. The COMMISSION, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

XV
SPOILIATION - PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify COMMISSION of all potential claims that arise from or result from this contract. CONTRACTOR shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to COMMISSION the opportunity to review and inspect such evidence, including the scene of the accident.

_____ or Kurt Rhea
_____ 14 Inverness Drive East, Suite A-220
_____ Englewood, CO 80112

Notice provided under this provision does not meet the notice requirements for monetary claims against the state found at N.D.C.C. § 32-12.2-04.

**XVIII
TAXPAYER ID**

CONTRACTOR's North Dakota tax ID number is:
CONTRACTOR's federal employer ID number is:



**XD
PAYMENT OF TAXES BY COMMISSION**

COMMISSION is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. COMMISSION will furnish certificates of exemption upon request by the CONTRACTOR.

**XX
EFFECTIVENESS OF CONTRACT**

This contract is not effective until fully executed by both parties. If the dates of execution are different, then the later date of execution is the effective date.

**XXI
FORCE MAJEURE**

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

**XXII
RENEWAL**

This contract will not automatically renew. If COMMISSION desires to renew, COMMISSION will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

**XXIII
ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL**

By entering into this contract, COMMISSION does not agree to binding arbitration, mediation, or other forms of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. COMMISSION does not waive any right to a jury trial.

STATE OF NORTH DAKOTA
Acting through its
N.D. Industrial Commission
Department of Mineral Resource
Oil & Gas Division

By: Lynn D Helm
Title: Director
DATE: 12/29/2022

CONTRACTOR

By: Kurt Bue
Title: President & CEO
DATE: 12/21/2022

EXHIBIT A

Package 7 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
14442	BEAUDOIN 36-1	PA	DUNN	36-144-97	E2SW	CABERNET	47.24475902	-102.9186196
11802	TEMPLE-HAUGEN 27-2	PA	MCKENZIE	27-153-95	CNE	CHARLSON	48.04903098	-102.8766388
15648	LYNN 2	PA	MCKENZIE	21-153-102	NWSW	INDIAN HILL	48.05821942	-103.6433448
15781	LYNN 3H	PA	MCKENZIE	27-153-101	NENE	INDIAN HILL	48.05178514	-103.6509888
9519	TANK 1-3	PA	MCKENZIE	3-150-96	NWSE	JOHNSON CORNER	47.83892293	-102.9481069
5612	NELSON 13-28 SWD	PA	WILLIAMS	28-157-95	NWSW	MIDWAY	48.39264122	-102.9692296
90013	KLANDL 26-31X SWD	PA	MCKENZIE	26-148-105	NWNE	MONDAK	47.61854609	-104.0200949
4971	HOWIE 11X2	PA	SLOPE	2-136-100	NWNW	ROCKY RIDGE	46.62570609	-103.2141418
5914	HOWIE 1 SWD	PA	SLOPE	2-136-100	SWNE	ROCKY RIDGE	46.6232529	-103.2015376
6015	HOWIE 2	PA	SLOPE	2-136-100	NESE	ROCKY RIDGE	46.61872012	-103.1980077
12852	R. K. E. 44-16H	PA	MCKENZIE	16-145-101	SESE	ROUGH RIDER	47.3753882	-103.5481005
7200	FOLKVORD-STATE 1-36 SWD	PA	MCKENZIE	36-146-105	NENE	SQUAW GAP	47.42778114	-103.9947887
11926	HENRY TORSTENSON 2	AB	MCKENZIE	27-151-99	SWSW	TOBACCO GARDEN	47.86482398	-103.3438067
9241	BOWEN, CHARLES 21-1	PA	WILLIAMS	21-153-102	NWNE	TRENTON	48.06639934	-103.8065484
8935	ROLFSRUD 11-17	PA	MCKENZIE	17-153-96	NESW	WESTBERG	47.98305374	-102.9980745

- F. Contractors invoice requirements:
- 1) All invoices must be complete and final when submitted. Invoices need be submitted within **60 days** from the date the work was completed.
 - 2) Invoices shall identify any operations that are an additional cost to the original procedure and had to be approved by Commission staff. **Unapproved changes will not be reimbursed.**
- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of final acceptance. Contractor shall bear the entire cost and expense of all repairs that may be necessary within that time due to imperfections in work or materials. Contractor is not liable for equipment, material, or workmanship supplied by the Commission.
- H. Contractor must complete the work in a timely manner to Commission requirements.

Native Grass Seeding Specifications

Grass Species	PLS lb/ac. ¹ *
Western wheatgrass	2.5
Green needlegrass	2.0
Slender wheatgrass	1.5
Little bluestem	1.0
Prairie sandreed	1.0
Sideoats grama	2.0
Blue grama	0.5
Big bluestem	---
Switchgrass	---
Canada wildrye	---
Indiangrass	---
Total seed mixture	10.5

¹ PLS = Pure live seed: Seeding rates are 1.5 times the normal seeding rate based on 30 seed/ft².

State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) *Stipulations Required in Contract.*- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) *Discharge of Obligation.*- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) *Overtime Pay.*- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) *Payment of Wages.*-

(1) *In general.*- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/cwsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3)Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4)Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient’s and Subrecipient’s contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1)through (4) of this section and also a clause requiring the subcontractors to include these

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors – Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must: (1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.



North Dakota Workforce
Safety & Insurance

Bryan Klipfel
Director

Terrie Tyree
Radiation Pros LLC
14 Inverness Dr East Ste A220
Englewood CO 80112

December 9, 2021

Account Information Employer account number: 1501830
Issue date: 12/08/2021
Expiration date: 02/13/2023

Certificate of Payment

Reason For Notice Workforce Safety & Insurance (WSI) certifies Radiation Pros LLC has North Dakota workers' compensation coverage from 12/01/2021 to 11/30/2022. Employees of Radiation Pros LLC are entitled to apply for WSI benefits.

Required Action Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement. See North Dakota Century Code § 65-04-04.

Additional Information Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
5603 6042	Consulting Engineers Street & Hwy Const-Maintenance

Sincerely,

Barry Schumacher
Chief of Employer Services

PL5



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0739004544
 Acct: 5663885-CCT-004

RADIATION PROS, LLC
 14 INVERNESS DRIVE E STE A-220
 ENGLEWOOD CO 80112-5625

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, **make a copy for your records**, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stailey Insurance Corporation 2084 S. Milwaukee Street Denver CO 80210-	CONTACT NAME: Jenny Westphal	FAX (A/C, No.): (303)759-2960	
	PHONE (A/C, No., Ext): (303)759-2796	E-MAIL ADDRESS: jenny@staileycorp.com	
INSURED Radiation Pros, LLC 14 Inverness Drive East, Suite A-220 Englewood CO 80112-5627	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Atlantic Specialty Insurance Co	27154	
	INSURER B: Colony Insurance Company	39993	
	INSURER C: Homeland Insurance Company of New York	34452	
	INSURER D: Pinnacle Assurance	41190	
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7930120780000	07/31/2022	07/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7930120790000	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7930120800000	07/31/2022	07/31/2023	EACH OCCURRENCE \$ 10,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EX04257893	07/31/2022	07/31/2023	AGGREGATE \$ 10,000,000
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4212966	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7930120780000	07/31/2022	07/31/2023	Each Condition \$1,000,000
C	E&O/Professional Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7930120780000	07/31/2022	07/31/2023	Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Transportation Pollution Liability included at \$1,000,000 each per pollution condition. Rented Equipment Coverage Applies via Policy #74243716 with a limit of \$250,000 & \$1,000 Deductible. Cargo liability insurance including loading/unloading is included in the coverage above under policy #7930120780000, eff 7/31/2022-7/31/2023. Excess Liability coverage extends over all coverages listed above. General Liability coverage is Primary and Non-contributory where required by written contract.

Leased/Rented Equipment coverage provided by policy #74243716, 4/1/2022-4/1/2023 with Auto Owners Insurance, up to a \$250,000 limit.
Stop Gap Employers Liability Coverage Endorsement - Wyoming - \$1,000,000 Bodily Injury By Accident; \$1,000,000 Bodily Injury By Disease Aggregate and Each Employee

CERTIFICATE HOLDER STATE OF NORTH DAKOTA Acting through its N.D. Industrial Commission Department of Mineral Resource Oil & Gas Division	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AI 077456
	AUTHORIZED REPRESENTATIVE 	

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045113

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RADIATION PROS, LLC** whose address is in ENGLEWOOD, CO, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

RADIATION PROS, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 4, 2021

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

RADIATION PROS, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2022 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045113



Bank of North Dakota

OIL AND GAS CERTIFICATION OF AMOUNT

BANK OF NORTH DAKOTA

TRUST

SFN 60771 (08-2021)

The undersigned, as an Authorized Officer (this capitalized term and all others herein have the meaning given in the Escrow Agreement dated August 1, 2021, between the Bank of North Dakota and the Industrial Commission of North Dakota) hereby certifies that the Depositor (identified below) has transferred cash to the Bank under the terms of the Deposit Agreement and the Agreement in the Certified Amount.

Name of Depositor Radiation Pros, LLC #12179		
Street Address 14 Inverness Dr E, Suite A-220		
City Englewood	State CO	ZIP Code 80112
Certified Amount of Deposit \$354,560.68	Executed Date of Deposit Agreement 1/19/23	

BANK OF NORTH DAKOTA

Authorized Signature <i>Carrie Willits</i>	Title Trust Officer	Date 2/3/23
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COMPLIANCE STATEMENT

The undersigned, as an Authorized Officer (this capitalized term and all others herein have the meaning given in the Escrow Agreement dated August 1, 2021, between The Bank of North Dakota and the Industrial Commission of North Dakota) of the Commission, certifies the following:

- 1. The proposed Depositor: Radiation Pros, LLC

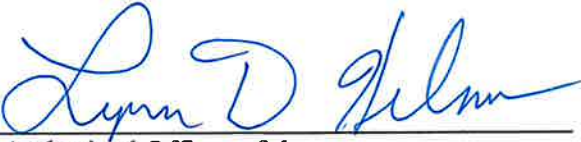
located at 14 Inverness Dr E, Suite A-220 Englewood, CO 80112
Reclamation Bond \$354,560.68

is as of this date in good standing and in compliance with the Act, and the Commission's orders and rules.

- 2. The proposed Depositor is or shall be required to furnish a bond to the Commission under the Act.

Dated this 3rd day of February, 2023.

INDUSTRIAL COMMISSION OF NORTH DAKOTA

By: 
Authorized Officer of the
Industrial Commission




OIL AND GAS CERTIFICATION OF AMOUNT
BANK OF NORTH DAKOTA
TRUST
SFN 60771 (08-2021)

The undersigned, as an Authorized Officer (this capitalized term and all others herein have the meaning given in the Escrow Agreement dated August 1, 2021, between the Bank of North Dakota and the Industrial Commission of North Dakota) hereby certifies that the Depositor (identified below) has transferred cash to the Bank under the terms of the Deposit Agreement and the Agreement in the Certified Amount.

Name of Depositor Radiation Pros LLC #12179		
Street Address 14 Inverness Dr E., SUite A-220		
City Englewood	State CO	ZIP Code 80112
Certified Amount of Deposit \$354,560.68	Executed Date of Deposit Agreement 3/16/23	

BANK OF NORTH DAKOTA

Authorized Signature 	Title Trust Officer	Date 3/16/23
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COMPLIANCE STATEMENT

The undersigned, as an Authorized Officer (this capitalized term and all others herein have the meaning given in the Escrow Agreement dated August 1, 2021, between The Bank of North Dakota and the Industrial Commission of North Dakota) of the Commission, certifies the following:

1. The proposed Depositor: Radiation Pros, LLC

located at 14 Inverness Drive E., Suite A-220 Englewood, CO 80112


Reclamation bond \$354,660.68

is as of this date in good standing and in compliance with the Act, and the Commission's orders and rules.

2. The proposed Depositor is or shall be required to furnish a bond to the Commission under the Act.

Dated this 16th day of March, 2023.

INDUSTRIAL COMMISSION OF NORTH DAKOTA

By: 
Authorized Officer of the
Industrial Commission