PURCHASE CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

THIS CONTRACT, made and entered into this 15th day of October, 2015, for a **Term Contract for Ferric Sulfate** between the **City of Durham**, a N.C. municipal corporation ("City") and the Kemira Water Solutions, Inc. ("Seller"), whose principal office and place of business is at the following address: 4321 W. 6th St., Lawrence, KS 66049.

If seller is a corporation or limited partnership, Seller is organized under the laws of the State of Delaware.

IT IS AGREED:

1. Seller, in consideration of the sums to be paid as provided in the attachments and in accordance with section 3 below, agrees to sell and to deliver to the City, at the times, in the quantities and quality, at the prices, and to the places, the goods described in the following attachments that are made a part of this contract:

_____ Advertisement	_____ Instructions to Bidders	_____ General Conditions
_____ Proposal	_____ Specifications	_____ Special Conditions
Performance Bond	_____ Sections 6, 7, and 8 on the reverse hereof	
_____ EEO Provisions	_____ Non-Discrimination Provision	

2. This contract is known as Bid No. 16-0017 in the files of the City's Purchasing Division.

3. This is a contract to provide the quantities of goods required by the City from **November 15, 2015 to November 15, 2016** ("Initial Period"), unless that period is changed as provided in this contract. The estimated sum to be paid by the City under this contract for the Initial Period is **Five hundred ten thousand six hundred dollar ($510,600.00).**

WHEREFORE, City has caused this contract to be executed under authority of its City Council, and Seller (if corporation) has executed this contract under seal by authority of its board of directors; if not corporate, the seller has executed this contract undersigned pursuant to proper authority.

City Clerk	Date	City Manager	Date

IF SELLER IS NOT A CORPORATION

Notary Public	Name of Seller

My Commission expires:_____ By _____
Signature

IF SELLER IS A CORPORATION

ATTEST:

~~Corporate Secretary~~
Manager, Bids + CS

(Affix Corporate Seal)

Kemira Water Solutions, Inc.

Name ~~of Corporation~~

By

~~President or Vice President~~
Customer Service Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City's Financial Officer

Date

Instructions for Completing Contract Documents

1. This contract must be executed in duplicate originals and returned within 30 days to the City's Purchasing Department for execution by the City. One original will be returned to your firm and the other will be filed with the City Clerk.

2. If the Seller is a corporation...
   (a) An original corporate seal must be affixed.
   (b) The correct corporate name must be used. If a division of the corporation is involved, the corporation itself should execute the contract.
   (c) This signature must be that of one of the following: (1) the President, (2) Vice President, or (3) a person authorized by the board of directors to execute contracts in general or this particular contract.
   (d) If someone other than the President or Vice President signs, then you must attach a copy of the resolution of the board of directors authorizing the other person to sign the contract. That copy must be certified by a corporate secretary, with the corporation's seal impressed on it. A document in the following form will comply with these requirements, although other forms may also be acceptable:

Resolution Authorizing Execution of Contracts

RESOLVED, that [insert name of person authorized to sign] shall have authority to enter into contracts with, and to execute performance bonds for the benefit of, the City of Durham, N.C., in the name of and on behalf of [insert corporation's name] related to City of Durham Bid No. [insert bid number].

I, a Secretary or Assistant Secretary of the corporation whose name is indicated hereinabove, certify that the foregoing is a true copy of a resolution of duly adopted by the Board of Directors of said corporation, and that said resolution is still in effect.

This the _____day of _____, 20____. _____
(Affix corporate seal) Secretary of Assistant Secretary

3. If the Seller is not a corporation...
   (a) The individual owner or partner must sign.
   (b) The notary public's signature will be understood to mean that the notary certifies that the person whose signature is to the right of the notary's signature appeared before the notary and acknowledge the execution of the contract.

4. WHEN A PERFORMANCE BOND IS REQUIRED - (a) The principal amount is the full amount of the contract. (b) The form provided by the City must be executed by a corporate surety **authorized to do business in North Carolina**. The N.C. resident agent's name and address and the surety's address must be shown. (c) The Power or Attorney for the surety's Attorney in Fact must be attached to the bond. The surety's corporate secretary must indicate that the Power of Attorney is still in effect. The surety's corporate seal must be actually impressed on the Power of Attorney. (d) The Attorney in Fact's signature must be notarized. Contact the Purchasing Department if you need a notarization form. (e) the seller must execute the bond, using instructions 2 and 3 above as to how to do so.

5. Don't alter the documents without first obtaining authorization from the City's Purchasing Department.

6. Warranties and Indemnification. In addition to other warranties made in this transaction, Seller represents and warrants that all of the products furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this contract. Without reducing City's rights under this section, Seller, in case of an actual or threatened claim, may at Seller's option and expense procure for City the right to continue using the products furnished under this contract. (The preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

7. The individuals executing this contract warrant that they have authority to execute this contract on behalf of the Seller.

8. This Contract shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

KEMIRA WATER SOLUTIONS, INC.

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS

February 5, 2014

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the members of the Board of Directors (the "***Board***") of **Kemira Water Solutions, Inc.**, a Delaware corporation (the "***Corporation***"), waiving all required notice and right to receive material otherwise required to be furnished in connection herewith, do hereby unanimously consent to and adopt the following resolutions as the actions of the Board in lieu of a special meeting and hereby direct that this written consent to such actions be filed with the minutes of the proceedings of the Board:

WHEREAS, the Corporation desires to set forth signature authority on behalf of the Corporation related to customs and transportation matters.

NOW THEREFORE, BE IT RESOLVED, that, **Christina Addington**, **Manuel Moreau** and **Tammy Yergey**, (each an "***Authorized Person***"), are hereby authorized, empowered and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation product bids and product contracts as directed by the business or as the business shall require from time to time; and

FURTHER RESOLVED, that an Authorized Person be and hereby is authorized and directed to prepare, execute, deliver and file any and all agreements, amendments, certificates, and instruments related to the Bids and to take all such actions and to do all such things, as he, in his sole discretion, deems to be necessary or desirable to effect the transactions contemplated by and to carry into effect the intent and purpose of the foregoing resolutions.

[Remainder of page intentionally left blank.]
[Signature page follows.]

IN WITNESS WHEREOF, the foregoing resolutions shall be effective as of date first written above. .

BOARD OF DIRECTORS:

Carolina Den Brok-Perez

Billy Ford

Manuel Moreau

Suzanne G. Smith

IN WITNESS WHEREOF, the foregoing resolutions shall be effective as of date first written above. .

BOARD OF DIRECTORS:

_____

Carolina Den Brok-Perez

_____

Billy Ford

_____

Manuel Moreau

_____

Suzanne G. Smith