

# ATTACHMENT A

## AMENDING AGREEMENT

This Amending Agreement (this "**Agreement**") is entered into as of January 1, 2025 ("**Effective Date**")

BETWEEN:

**CITY OF NANAIMO**, having a place of business at 2020 Labieux Rd, Nanaimo, BC V9T 3K7 ("**Contractor**"),

AND:

**MMBC RECYCLING INC.**, a not-for-profit company incorporated under the *Canada Not-for-profit Corporations Act*, carrying on business as Recycle BC ("**Recycle BC**").

RECITALS:

- A. WHEREAS Recycle BC and Contractor entered into a Master Services Agreement dated as of November 30, 2013 (the "**Master Services Agreement**")
- B. WHEREAS the current Term of the Master Services Agreement will expire on December 31, 2024.
- C. WHEREAS the Recycle BC and Contractor wish to amend the Master Services Agreement to extend the Term.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recycle BC and Contractor agree as follows:

### SECTION 1. Definitions

All capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Master Services Agreement.

### SECTION 2. Amendments

- 2.1. Section 4 of Schedule 2.1(a) is deleted in its entirety and replaced with the following:

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until May 1, 2025. Recycle BC may extend this Statement of Work for up to two further periods of one year each by providing at least one hundred eighty (180) days written notice before the expiration of the initial term or any such additional term or terms. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

### SECTION 3. GENERAL PROVISIONS

- 3.1. Assignment. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, except that Recycle BC may assign this Agreement without Contractor's consent to a person with an approved plan under the Regulation, or who otherwise has obligations similar to those of Recycle BC or one or more Producers under any successor regulation or legislation, or to a person as part of a corporate reorganization of Recycle BC. Any attempt by a party to assign all or any part of this Agreement without prior written consent (where such consent is required) is void. Any assignment occurring by operation of law such as on a bankruptcy or amalgamation will be deemed to be an assignment and will be subject to this Section 3.1.

- 3.2. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. Subject to Section 14 (Dispute Resolution) of the Master Services Agreement, the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia for any legal proceedings arising out of this Agreement.
- 3.3. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

*[Signature page follows.]*

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

**MMBC RECYCLING INC.**

Per: \_\_\_\_\_  
(I have authority to bind Recycle BC)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

**CITY OF NANAIMO**

Per: \_\_\_\_\_  
(I have authority to bind Contractor)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Per: \_\_\_\_\_  
(I have authority to bind Contractor)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Agreement to Recycle BC, Contractor and the first signatory represent that no additional signatories are required).