

Attachment A

Amendment to License Agreement (2025)- Pollinator Meadow

AMENDMENT OF LICENSE

THIS AGREEMENT is dated for reference as of the 16th of January 2025,

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Properties, 13th Floor, 333 Dunsmuir Street
Vancouver, BC V6B 5R3

(the “**Landlord**”)

AND

CORPRATION OF THE CITY OF NEW WESTMINSTER

c/o Parks and Recreation Department, 511 Royal Avenue, New Westminster,
British Columbia, V3L 1H9

(the “**Licensee**”)

WITNESSES THAT WHEREAS:

A. By a license (the “**License**”) dated for reference June 18, 2020, and license amendment dated for reference 15th of February 2023, BC Hydro granted the Licensee a License to use and occupy the Licensed Area (as defined in the License) for the purpose set out in the License.

B. BC Hydro and the Licensee have agreed to amend the License so as to adjust the term and fees as herein provided.

NOW THEREFORE BC Hydro and the Licensee, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions herein set out, covenant and agree as follows:

1. Interpretation - All terms defined in the License and used herein shall have the respective meanings ascribed to them in the License unless the context otherwise requires or unless otherwise stated herein. The defined terms in the recitals to this Agreement shall have such meanings throughout this Agreement, unless the context otherwise requires or unless otherwise stated herein.

2. Amendment to License

2.1 Effective as of January 16, 2025 (the “**Effective Date**”), the term of the License shall be extended for a further period of 2 year(s). Accordingly, Section 2 of the License is hereby deleted, and the following is substituted in its place:

“Term. This License will commence on June 18th, 2020 (the “**Commencement Date**”) and will end on March 30, 2027 (the “**Term**”) unless terminated in accordance with the terms hereof.”

3. License Ratified and Confirmed – Except as hereby expressly amended, the License is hereby ratified and confirmed by BC Hydro and by the Licensee to the effect and with the intent that the License and this Agreement shall be read and construed as one document.

4. Enurement – This Agreement shall enure to the benefit of and be binding upon the successors and assigns (as the case may be) to the same extent as upon the parties hereto.

5. Headings – The headings of all the sections hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

6. Counterpart – This Agreement may be executed in counterparts and when each party has executed a counterpart each of such counterparts will be deemed to be an original and all of such counterparts when taken together will constitute one and the same agreement.

7. Electronic Transmission – This Agreement or a counterpart hereof may be executed by a party hereto and transmitted by facsimile or electronic transmission and if so executed and transmitted this Agreement will be for all purposes as effective and binding upon such party as if such party had delivered an originally executed document.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name:

Title:

CORPORATION OF THE CITY OF NEW WESTMINSTER

By its authorized signatory(ies):

Name:

Title:

Name:

Title: