

## Attachment B

### Amendment to License Agreement (2023)- Pollinator Meadow

**AMENDMENT OF LICENSE**

THIS AGREEMENT is dated for reference as of the 15<sup>th</sup> day of February 2023

BETWEEN:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**  
c/o Properties, 12<sup>th</sup> Floor, 333 Dunsmuir Street  
Vancouver, BC V6B 5R3

(the “**Hydro**”)

AND

**CORPORATION 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, Hydro granted to the Licensee a license to use and occupy the Licensed Area (as defined in the License) for the purposes set out in the License.

B. Hydro and the Licensee have agreed to amend the License so as to adjust the term.

NOW THEREFORE 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 February 15, 2023 (the “**Effective Date**”), the term of the License shall be extended for a further period of two (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 18, 2020 (the “**Commencement Date**”) and will end on March 30th, 2025 (the “**Term**”) unless canceled in accordance with the terms hereof.”

3. License Ratified and Confirmed – Except as hereby expressly amended, the License is hereby ratified and confirmed by Hydro and 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 and as permitted in the License) 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: DAVID CHAN

Title: PROPERTIES MANAGER

APPROVED  
as to form only



Solicitor  
B.C. Hydro

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

By its authorized signatory(ies):



Name: MAYOR PATRICK JOHNSTONE

Title:



Name: Lisa Sportale

Title: Acting Corporate Officer