



Extension of Agreement City of Broken Arrow, OK July 1, 2019

**WasteZero, Inc.
8540 Colonnade Center Dr. #210
Raleigh, NC 27615
800-866-3954
www.wastezero.com**

Certified



Corporation

bcorporation.net



**Extension of Agreement between
WasteZero, Inc.
and
City of Broken Arrow, OK
dated January 21, 2014**

This Extension of the Agreement entitled WasteZero Voucher Supplies and Service Agreement (this “Extension”) for the City’s Broken Arrow Municipal Authority’s (“BAMA”) redeemable voucher program for solid waste bags (the “Program”) is made and entered into this the ____ day of _____ 2019 (the “Effective Date”), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as “WasteZero”, and BAMA hereinafter referred to as “Municipality”.

WITNESSETH

WHEREAS, WasteZero and Municipality entered into a WasteZero Voucher Supplies and Services Agreement, dated January 21, 2014 (the “Agreement”) wherein WasteZero agrees to provide certain supplies and services in support of Municipality’s Program in exchange for a fee (the “WZ Supplies and Services Fee”); and

WHEREAS, Municipality has been satisfied with WasteZero’s performance under the Agreement and the parties have been able to work through any issues that have arisen to each party’s respective and mutual satisfaction; and

WHEREAS, the Parties mutually agree to amend the Agreement with this Extension under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Integration. Except as specifically set forth in this Extension, all provisions of the Agreement, and prior extensions are incorporated by reference as if set forth in full herein, reaffirmed and remain in full force and effect. All capitalized terms set forth herein have the same meaning as defined in the Agreement.
2. Extension Term. WasteZero and the Municipality mutually agree to an Extension Term that will begin on July 1, 2019 and end on June 30, 2020.
3. WZ Supplies and Services Fee. During this Extension Term, the WZ Supplies and Services Fee will be an amount not to exceed the guaranteed maximum price of Five Hundred Sixty-Five Thousand Eighty and no/100 Dollars (\$565,080.00) and will be paid to WasteZero at the rate of \$0.1237265 per Official Municipal Bag purchased by Program voucher redeemed at a Retail Store. The guaranteed maximum price is exclusive of sales made at retail by cash and not by redemption of a voucher.



4. Automatic shipments. WasteZero will continue its automatic shipping schedule to participating Retail Stores that will cover deliveries prior to the first week of voucher redemption, and run through the beginning of the fourth week of voucher redemption. WasteZero will also continue to stagger the mailing of vouchers to residents to help ease the demand for the bags at the outset of the distribution cycle.

IN WITNESS WHEREOF, the parties hereto have executed this Extension to the Agreement which shall have the force and effect of an original, which shall take effect as an instrument under seal on the latest day and year written below.

Broken Arrow Municipal Authority

WasteZero, Inc.

By: _____

Name: _____

Title: Chairman

Date: _____

By: [Signature]

Name: JAMES C. CUNNINGHAM

Title: VP, GENERAL COUNSEL

Date: 3/21/19

APPROVED AS TO FORM:

By: [Signature]

Name: Tammy Ewing

Title: Assistant City Attorney

ATTEST:

By: _____

Name:

Title: Secretary