



Fourth Extension of Agreement City of Broken Arrow, OK July, 2017

**WasteZero, Inc.
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Raleigh, NC 27615
800-866-3954
www.wastezero.com**

Certified



Corporation
bcorporation.net



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

This Fourth Extension of the Agreement entitled WasteZero Voucher Supplies and Service Agreement (this "Fourth 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 _____ 2017 (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, the Agreement was for a one (1) year Initial Term from the Effective Date and provided for four (4), one (1) year Extension Terms upon mutual agreement between the parties about the WZ Supplies and Services Fee; and

WHEREAS, the Agreement was extended for a first Extension Term on December 15, 2014 ("First Extension") for the Program period of April 2015 to April 2016, second Extension Term on December 15, 2015 (the "Second Extension") for the Program period of April 2016 to July 18, 2016, and third Extension Term on July 19, 2016 (the "Third Extension") for the Program period of July 19, 2016 to June 30, 2017; 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 Third Extension with this Fourth 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 Fourth Extension, all provisions of the Agreement, First Extension, Second Extension and Third Extension 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 a Fourth Extension Term that will begin on July 1, 2017 and end on June 30, 2018.
3. WZ Supplies and Services Fee. During the Fourth Extension Term, the WZ Supplies and Services Fee will be an amount not to exceed the guaranteed maximum price of Five Hundred Seventeen Thousand Five Hundred and no/100 Dollars (\$517,500.00) and will be paid to WasteZero at the rate of \$0.1180265 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.

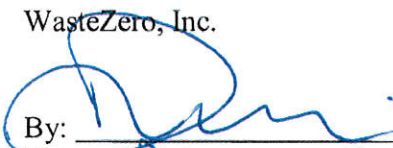
IN WITNESS WHEREOF, the parties hereto have executed this Fourth Extension to the Agreement which shall have the force and effect of an original, which shall take effect as an instrument under seal on the latest day and year written below.

Broken Arrow Municipal Authority

WasteZero, Inc.

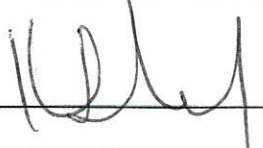
By: _____
Name: _____
Title: Chairman _____

Date: _____

By: 
Name: DENNIS WISE
Title: VICE PRESIDENT

Date: 5/9/17

APPROVED AS TO FORM:

By: 
Name: _____
Title: Assistant City Attorney

ATTEST:

By: _____
Name: _____
Title: Secretary