

**AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT**, made as of the 9 day of December 2019 (the "Effective Date").

**BETWEEN:**

**CITY OF HAMILTON**  
(hereinafter referred to as the "City")

-and-

**HAMILTON100 COMMONWEALTH GAMES BID CORPORATION**  
(hereinafter referred to as "Hamilton100")

**WHEREAS:**

- A. On October 3, 2019 the City and Hamilton100 entered into a Memorandum of Understanding (the "MOU"); and
- B. The parties hereto have agreed to amend the MOU on the terms and conditions hereinafter set forth.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree with each other as follows:

**Section 1. Amendments to the MOU.** The parties agree to amend the MOU as follows:

**1.1** A new Section VIII is added as follows:

**VIII. PRIMARY OBJECTIVES AND TIMELINES – PHASE 2 OF BID**

The parties acknowledge and agree that this MOU permits Hamilton100 to prepare, organize, facilitate, coordinate and finance, in its entirety, and to the sole satisfaction of the City, Phase 2 of the Bid for the 2030 Commonwealth Games. In doing so, Hamilton100 agrees to adhere to the following terms and conditions:

- a. To provide a draft Phase 2 proposal to the City by January 13, 2020;
- b. To provide a final Phase 2 proposal to the City for consideration by the City of Hamilton Council at its General Issues Committee meeting scheduled for February 19, 2020;

- c. To submit the final Phase 2 proposal to Commonwealth Games Canada by March 9, 2020, after obtaining the approval of the City of Hamilton Council.

The parties further acknowledge and agree that Phase 2 of the Bid for the 2030 Commonwealth Games shall:

- a. Celebrate the City's legacy with the Commonwealth Games and particularly the 100<sup>th</sup> anniversary of the initial British Empire Games held in Hamilton in 1930;
- b. Align with the City's vision ("To be the best place to raise a child and age successfully"), plans, values and priorities including its:
  - i. Commitment to equality, diversity, accessibility, tolerance, Green/climate change initiatives, social procurement and social housing; and
  - ii. Strategic Plan and Recreational Indoor/Outdoor Master Plan.
- c. Enhance the City's reputation, identity and civic pride;
- d. Maximize investment in the City wherever possible;
- e. Utilize existing facilities in the City where appropriate;
- f. Engage in public/private partnerships where appropriate, and
- g. Identify and create long-term legacy projects that will facilitate serving the needs of the City of Hamilton community.

1.2 Section II is amended as follows:

- (i) In the first sentence the word "Phase" is deleted; and
- (ii) In the third sentence the words "two persons" are deleted and replaced with the words "four persons".

## Section 2. General.

2.1. This Amending Agreement shall be read together with the MOU and the parties hereto confirm that, except as modified herein, all covenants and conditions in the MOU remain unchanged, unmodified and in full force and effect. Time shall continue to be of the essence. All capitalized terms used herein and not otherwise defined shall have the meaning attributed thereto in the MOU;

2.2. The parties hereto hereby acknowledge and agree that the foregoing recitals are true in substance and in fact;

2.3. The parties hereto agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments

reasonably requested by another party, as may be necessary or desirable to complete the amendments contemplated by this Amending Agreement and to carry out its provisions and intention;

2.4. This Amending Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be;

2.5. This Amending Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Amending Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Amending Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amending Agreement as of the Effective Date.

**CITY OF HAMILTON**

Per: 

Name: Mike Zegarac

Title: General Manager, Finance & Corporate Services

*I/We have authority to bind the corporation*

**HAMILTON100 COMMONWEALTH  
GAMES BID CORPORATION**

Per: 

Name: PJ Mercanti

Title: President

*I/We have authority to bind the corporation*