

ADDENDUM TO COLLECTOR AGREEMENT

THIS ADDENDUM TO COLLECTOR AGREEMENT is made as of _____ (the “**Addendum Date**”) between ONTARIO TIRE STEWARDSHIP, a corporation without share capital continued under the Waste Diversion Act, 2002, with a principal office address of 405 The West Mall, Suite 500, Toronto, Ontario, M9C 5K7 (“**OTS**”) and (**Company Name**) _____, a (**Company Type**) _____ constituted under the laws of (**Jurisdiction**) _____, with a principal office address of _____ (the “**Collector**”).

WHEREAS:

- A. Collector and OTS have executed a certain Collector Agreement (the “**Collector Agreement**”) as of the [**date of Collector Agreement**], setting out their respective rights and duties regarding the collection of Used Tires under the Plan, both as defined in the Collector Agreement;
- B. Collector possesses a quantity of Pre-program Tires, as defined below, and desires that the Pre-program Tires be processed in accordance with the Plan.

NOW THEREFORE the parties, in consideration of their respective execution of the Collector Agreement, agree as follows:

- (1) “**Pre-program Tires**” means Used Tires that were located on the Collector’s premises and/or in the Collector’s inventory as of 31 August 2009.
- (2) For greater clarity, the definition of Used Tires under the Collector Agreement includes all Pre-program Tires.
- (3) Notwithstanding any provision to the contrary in the Collector Agreement, Collectors may make requests to OTS for Used Tire Pickup with respect to Pre-program Tires through a “Special Tire Collection”, and such Pre-program Tires shall be retrieved by Haulers in accordance with the Collector Agreement.
- (4) In addition to the documentation requirements under Article 3 of the Collector Agreement, Collector shall provide OTS with such information as OTS may from time to time require with respect to each transaction involving Used Tires, including without limitation what proportion of the Used Tires which are the subject of any transaction are Pre-program Tires.
- (5) Notwithstanding the provisions of Article 7 of the Collector Agreement, the amount of each Collection Subsidy payment to Collector shall be reduced by an equivalent amount or a portion of the amount, such amount to be retained by OTS (such reduction the “**Subsidy Recovery**”). Subsidy Recovery will continue until the amount recovered equals

to the expenditures by OTS in processing the Collector's Pre-program Tires, or the third anniversary of the "Special Tire Collection" date, whichever is earlier.

- (6) The Collector agrees that within 90 days of the annual anniversary of the collection by OTS of the Pre-program Tires the Collector shall pay OTS the difference between the Subsidy Recovery and one-third of the costs incurred by OTS in regards to the Pre-Program Tires in the event that the Subsidy recovery is less than this amount.
- (7) The Collector agrees that if the payment specified by section (6) of this Agreement is not made in accordance with this Agreement OTS may terminate this and all other Agreements between OTS and the Collector including Agreements relating to other services provided to OTS related to the Used Tires Program.
- (8) All capitalized terms not defined in this Addendum have the meaning given in the Collector Agreement and or the Operational Registrants Guidebook posted on the OTS website and updated from time-to-time.
- (9) This Addendum is a supplement to the Collector Agreement executed in writing by the parties, within the meaning of Section 15.8 of the Collector Agreement, and the parties agree to be bound hereby. Where any conflict exists between the Collector Agreement and this Addendum, this Addendum shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

ONTARIO TIRE STEWARDSHIP

By:

(Signature)

Name

Title

I have authority to bind the Corporation

[NAME OF COLLECTOR]

By:

(Signature)

Name

Title

I have authority to bind the Collector

