

**NOVATION AGREEMENT BETWEEN
THE CITY OF DORAL
AND
JUNIPER LANDSCAPING OF FLORIDA, LLC
AND
GREEN SOURCE LANDSCAPE & SPORTS TURF INC.**

This Agreement is entered into as of April 10 2020, by **GREEN SOURCE LANDSCAPE & SPORTS TURF INC.**, an active, for-profit Florida Corporation, with its principal office in 4800 SW 201st Terrace Southwest Ranches, Florida 33332 (hereinafter referred to as the "GreenSource"); **JUNIPER LANDSCAPING OF FLORIDA, LLC**, a limited liability corporation duly organized and existing under the laws of the State of Florida, with its principal office in 5880 STALEY ROAD FT. MYERS, FL 33905 (hereinafter referred to as the "Juniper"); and the and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

A. The Parties Agree to the Following Facts:

1. The City issued Request for Proposals ("RFP") #2019-02 on January 14, 2019 for the provision of providing grounds maintenance services at City Parks, Bike Trails, and Facilities.
2. On March 13, 2019 the City Council of the City of Doral approved Resolution # 19-61 approving the award of RFP# 2019-02 and authorized City Manager to negotiate and enter into an agreement with Green Source Landscape & Sports Turf Inc. for the provision of providing grounds maintenance services for the facilities as outlined in the RFP.
3. On April 1, 2019 GreenSource and the City entered into a Professional Services Agreement marked "Exhibit A" to this Agreement and herein incorporated by reference.
4. On April 1, 2020 GreenSource was purchased by Juniper. Juniper, by virtue of the above purchase and sale has acquired the entire portion of the assets of GreenSource involved in performing under said Agreement.
5. Juniper has assumed all obligations and liabilities of GreenSource under the Agreement by virtue of the above sale.
6. Juniper is in a position to fully perform all obligations that may exist under the Agreement.
7. It is consistent with the City's interest to recognize Juniper as the successor party to the Agreement.
8. Evidence of the above sale has been filed with the City.

B. In Consideration of These Facts, the Parties Agree that by this Agreement:

1. GreenSource confirms the sale to the Juniper and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement.
2. Juniper agrees to be bound by and to perform the services contemplated under the Agreement in accordance with the conditions contained in the Agreement. Juniper also assumes all obligations and liabilities of, and all claims against, GreenSource under the Agreement as if the Juniper were the original party to the Agreement.
3. Juniper ratifies all previous actions taken by the GreenSource with respect to the Agreement, with the same force and effect as if the action had been taken by the Juniper.
4. The City recognizes Juniper as GreenSource's successor in interest in and to the Agreement. Juniper by this Agreement becomes entitled to all rights, titles, and interests of GreenSource in and to the Agreement as if the Juniper were the original party to the Agreement. Following the effective date of this Agreement, the term "Provider," as used in the Agreement, shall refer to the Juniper.
5. Except as expressly provided in this agreement, nothing in it shall be construed as a waiver of any rights of the City against GreenSource.
6. All payments and reimbursements previously made by the City to GreenSource, and all other previous actions taken by the City under the Agreement, shall be considered to have discharged those parts of the City's obligations under the Agreement. All payments and reimbursements made by the City after the date of this Agreement in the name of or to GreenSource shall have the same force and effect as if made to the Juniper, and shall constitute a complete discharge of the City's obligations under the Agreement, to the extent of the amounts paid or reimbursed.
7. GreenSource and Juniper agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement.
8. The Agreement shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:



Connie Diaz, City Clerk


CITY OF DORAL

By: 

Albert P. Childress, City Manager


Date: April 21, 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

JUNIPER LANDSCAPING OF FLORIDA, LLC

By: 

Its: CEO

Date: 4/7/2020

GREEN SOURCE LANDSCAPE & SPORTS
TURF INC.

By: S N Wungale

Its: SMU

Date: 4/10/2020

JUNIPER LANDSCAPING OF FLORIDA, LLC

As of April 1, 2020

Ms. Susan Wingate
GreenSource Landscape and Sports Turf, Inc.
4800 SW 201st Ter.
Southwest Ranches, FL 33332

Dear Ms. Wingate:

This letter purchase agreement (this "Agreement") is a legally binding agreement pursuant to which Juniper Landscaping of Florida, LLC, a Florida limited liability company ("Buyer"), will purchase substantially all of the customer contracts and other operating assets of GreenSource Landscape and Sports Turf, Inc., a Florida corporation, by and through Susan N. Wingate, its President (the "Seller"), upon the terms and subject to the conditions set forth below. Any capitalized terms contained herein that are not otherwise defined, shall have the meanings ascribed to such terms in Section 8. Incorporating the foregoing herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale: Assets. Upon the terms and subject to the conditions set forth herein, on the Closing Date (as defined in Section 5), Seller shall sell, transfer, assign and convey unto Buyer, with good and marketable title, free and clear of all liens, security interests, Liabilities, charges, disputes, claims, judgments and encumbrances of any kind or nature (collectively, "Encumbrances"), all of Seller's right, title and interest in and to Seller's property, machinery, vehicles and equipment and other tangible personal property, including that set forth on Schedule 1 hereto (including vehicles and other equipment that are the subject of operating leases, in connection with which Seller covenants to pay to the lessor such amounts as are required to transfer title to Seller prior to the Closing hereunder), the accounts receivable of Seller, all information, including books, records and lists, related to the customers of the Business and the Assets, all goodwill of the Business, all Intellectual Property relating to the Business, including any interest of Seller in the Business Names, all telephone and facsimile number(s), email addresses and websites used in the operation of the Business and the contracts of Seller set forth on Schedule 1 hereto (collectively, the "Assets"). The Assets shall not include and shall specifically exclude (a) any contracts or agreements of Seller except the Assigned Contracts and (b) all such assets of any kind any nature not specifically included in the definition of Assets above and the equipment set forth on Schedule 2 (collectively, the "Retained Assets").

2. Liabilities. Except for the Assumed Liabilities(as defined below), Buyer will not assume and shall in no event be liable for any Indebtedness, Liabilities or responsibilities of any kind whatsoever of the Seller, the Business and/or relating to the Assets, whether direct, indirect, recorded, unrecorded, accrued, absolute, contingent or otherwise, known or unknown, whether due or to become due, all of which shall remain the sole obligations of the Seller, including, without limitation, any Liabilities or responsibilities of any kind relating to the Retained Assets, non-operating Liabilities, Indebtedness, Taxes or Liabilities related thereto of the Seller, Benefit Plans (as defined in Section 8.3), the Assets or the Assumed Liabilities for any Tax period, Taxes that arise out of the consummation of the transactions contemplated hereby or other Taxes of the Seller of any kind or description that become a Liability of Buyer under any common law doctrine of de facto merger, bulk sale, bulk transfer law or transferee or successor Liability or otherwise by operation of contract or Law, marketing and advertising costs, compensation to employees, agents or others, employee benefit plan amounts, amounts relating to regulatory matters and/or any Orders (as defined in Section 4.1.23) and/or Proceedings. Buyer shall assume (the "Assumed Liabilities") the Liabilities under the Assigned Contracts; *provided, however*, that Buyer shall not assume any Liabilities (and the Assumed Liabilities shall not include) in respect of the

Assigned Contracts unless such Liabilities are required to be performed after the Closing Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation at or prior to the Closing, or the payment of any amount in connection with obtaining any consent or approval of any Person or triggered by the transactions contemplated hereunder. Nothing in this Agreement shall be construed as an attempt to assign any contract intended to be included in the Assets that by its terms is non-assignable without the consent of the other party or parties thereto unless such consent shall have been given. The Seller shall, at the reasonable request and under the direction of Buyer, take all reasonable actions (including the appointment of Buyer as attorney-in-fact for Seller, as applicable) and do or cause to be done all such things as shall in the reasonable judgment of Buyer be necessary or proper (a) to assure that the rights and benefits of the Seller under such contracts shall be preserved for the benefit of Buyer and (b) to facilitate receipt of the consideration to be received by the Seller in and under such contracts, which consideration shall be held for the benefit of, and shall be delivered to, Buyer.

3. Purchase Price.

3.1 Consideration. The total purchase price for the Assets (the "Purchase Price") shall be ~~_____~~

At Closing, Buyer shall pay to Seller the Purchase Price, minus:

3.1.1 any and all Indebtedness (including any prepayment premiums, fees or expenses), any Indebtedness related to the Encumbrances listed on Schedule 4.1.5 and other Indebtedness of Seller or otherwise relating to the Business outstanding as of the Closing (which shall be paid by Buyer on the date hereof to pay off such Indebtedness in accordance with payoff letters executed by each lender, or other payee, of such Indebtedness provided by Seller to Buyer, with each payoff letter indicating the amount required to fully discharge such Indebtedness and in form and substance reasonably acceptable to Buyer);

3.1.2 the aggregate amount of all fees, costs, charges, expenses, brokerage fees (or finders' fees or agents' commissions or other similar payments) and other obligations (the "Seller Transaction Expenses") incurred by the Seller in connection with or relating to the preparation for, and consummation of, this Agreement and the transactions contemplated hereunder pertaining to time periods on or prior to the Closing to the extent not paid prior to the Closing (which shall be paid by Buyer on the date hereof to pay off such fees, costs, charges, expenses and obligations in accordance with invoices reflecting the same provided by the Seller to Buyer, with each invoice indicating the amount required to fully discharge such fees, costs, charges, expenses and obligations and in form and substance reasonably acceptable to Buyer);

3.1.3 the aggregate Deficit Amount (as defined below), as set forth in Schedule 4.1.9(c); and

3.1.4 ~~_____~~ the "Holdback Amount", which Holdback Amount may be used in accordance with Section 3.3 below to satisfy the obligations of Seller set forth therein and with respect to any indemnification claims of Buyer pursuant to Section 9.1 below;

3.1.5 The Seller represents and warrants to Buyer that Schedule 3.1.5 sets forth each of the (a) Indebtedness payable pursuant to Section 3.1.1, (b) the Seller Transaction Expenses payable pursuant to Section 3.1.2 and (c) the Deficit Amount set forth on Schedule 4.1.9(c).

3.2 Purchase Price Allocation. The Purchase Price shall be allocated among the Assets in a manner consistent with Section 1060 of the Code, the Treasury Regulations promulgated thereunder, and the allocation set forth in Schedule 3.2. The parties hereto agree to prepare and file all Tax Returns or other governmental documentation relating to said sale in a manner consistent with the foregoing. The parties agree to file (or cause to be filed) (a) all required federal Forms 8594, Asset Acquisition Statement under Code Section 1060, and (b) all other Tax Returns (including amended Tax Returns and claims for refund) in a manner consistent with such allocation of the Purchase Price described in this Section 3.2. For purposes of this Agreement, "Tax Returns" means all returns and reports, amended returns, information returns, statements, declarations, estimates, schedules, notices, notifications, forms, elections, certificates or other documents required to be filed or submitted to any government entity with respect to the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of, or compliance with, any Tax.

3.3 Holdback.

3.3.1 The Holdback Amount shall not be disbursed to Seller at the Closing in order to secure the obligations set forth in this Section 3.3 and the indemnification obligations of Seller pursuant to Section 9.1 below.

3.3.2 Within seven (7) days following the receipt of copies of UCC-3 termination statements, filed by the applicable secured party in accordance with the Uniform Commercial Code and in form and substance reasonably satisfactory to Buyer (the "Termination Statements"), with respect to the liens set forth as items 1(a) (Secured Party: JPMorgan Chase Bank, NA) and 1(b) (Secured Party: First Corporate Solutions, as Representative) on Schedule 4.1.5, Buyer shall make a payment to the Seller from the Holdback Amount in an amount equal to \$20,000; provided that in the event that Seller does not deliver such Termination Statements to Buyer within thirty (30) days of the Closing Date, Buyer shall be entitled to set-off from the Holdback Amount and retain such \$20,000 and not make the payment to Seller contemplated by this Section 3.3.2. Seller shall deliver Termination Statements with respect to all liens set forth on Schedule 4.1.5 (or required to be set forth on Schedule 4.1.5) promptly following the Closing.

3.3.3 Buyer shall be permitted to setoff from the Holdback Amount and pay to the applicable recipient any amounts payable in connection with Transfer Taxes (as defined in Section 7.5). On or prior to such date which is thirty (30) days from the Closing Date, Buyer shall make a payment to the Seller from the Holdback Amount in an amount equal to \$30,000 minus any amounts setoff by Buyer from the Holdback Amount in accordance with this Section 3.3.3. Nothing in this Section 3.3.3 shall be interpreted to limit Buyer's recovery against Seller with respect to Transfer Taxes.

3.3.4 On or prior to such date which is One Hundred Twenty Seven (127) days from the Closing Date, Buyer shall deliver to Seller a list of any accounts receivable of Seller outstanding as of the Closing Date (or otherwise listed on Schedule 4.1.9(b)) and for which payment has not been received by Buyer as of the date that is One Hundred Twenty (120) days from the Closing Date (the "Uncollected A/R"). In the event that the amount of Uncollected A/R exceeds \$27,054.55, Buyer shall be entitled to setoff from the Holdback Amount and retain the amount by which the amount of Uncollected A/R exceeds \$27,054.55 (such retained amount, the "Retained A/R Holdback Amount"). Within seven (7) days following the delivery of the list of Uncollected A/R to Seller by Buyer in accordance with this Section 3.3.3 (the "Holdback Release Time"), Buyer shall make a payment to the Seller from the Holdback Amount in an amount equal to \$54,109.11 minus (i) the Retained A/R Holdback Amount minus (ii) any Losses deducted from or setoff against the Holdback Amount pursuant to Section 9.1 as of the Holdback Release Time, and minus (iii) the maximum aggregate amount of any Losses asserted by the Buyer that have not been fully resolved as of the Holdback Release Time, provided that, if applicable,

within seven (7) days following the date of final resolution of any disputed indemnification amount as determined pursuant to Section 9.1 which is pending after the Holdback Release Time, the Buyer shall make a payment to the Seller from any remaining Holdback Amount, if any, in an aggregate amount equal to the difference between (x) the amount being retained in the Holdback Amount for such disputed indemnification amount and (y) the amount which has been paid, or is required to be paid, to Buyer.

3.3.4 Any setoff and retention by Buyer of any portion of the Holdback Amount shall be treated as an adjustment to the Purchase Price.

4. Representations and Warranties.

4.1 Seller, represents and warrants to Buyer, as of the date hereof, acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth herein, as follows:

4.1.1 Seller is (a) a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida with full entity power and authority to conduct its business as it is now being conducted, to own and use the properties and assets that it purports to own or use, including the Assets, and to perform all of its obligations under the contracts to which Seller is a party or by which it is bound and (b) qualified to do business and in good standing in every jurisdiction in which the operation of the Business requires it to be so qualified;

4.1.2 Seller does not and has never had any subsidiaries and does not and has never owned any shares of capital stock or other securities of any other Person;

4.1.3 the Shareholders own all of the issued and outstanding equity of Seller and no Person has any options, warrants, claims or other rights to, in connection with, or exercisable for, the securities of Seller or the Assets or any of the proceeds from this transaction;

4.1.4 except as set forth on Schedule 4.1.4, the execution and delivery by the Seller of this Agreement and each document entered into in connection herewith to which Seller is a party and the consummation by Seller of the transactions contemplated hereby and thereby in accordance with the terms hereof and thereof do not and will not (a) violate, conflict with or result in a default or breach (whether after the giving of notice, lapse of time or both) under, give rise to a right of termination of, require any notice or payment to, approval or consent of, any Person, whether under, any contract, Permit, license, or obligation to which Seller is a party or by which Seller's assets are bound (including the Assets); (b) conflict with, or result in any violation or breach of, any provision of the organizational documents of the Seller; (c) violate or result in a violation or breach of, or constitute a default under (whether after the giving of notice, lapse of time or both), any provision of any Law or Order applicable to Seller; or (d) result in the creation of any Encumbrance on any properties, rights or assets of Seller, including the Assets;

4.1.5 except as set forth on Schedule 4.1.5, Seller has good and marketable title free and clear of all Encumbrances to the Assets and the Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing, and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted

4.1.6 all equipment, machinery, vehicles and other tangible personal property included in the Assets are structurally sound, are in good operating condition and repair, are adequate for the uses to which they are being put, have been maintained by the Seller in the ordinary course of

business and are not in need of maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost;

4.1.7 Seller and the operation of the Business are, and have been, in compliance with all Laws;

4.1.8 Seller (a) has timely filed all Tax Returns required to be filed by it, and such Tax Returns are true, correct and complete in all material respects, (b) has paid all Taxes owed (whether or not shown on a Tax Return) and collected (if applicable) and remitted all payroll, sales and other withholding Taxes to the applicable taxing authority, (c) has properly classified all service providers as employees or independent contractors in accordance with applicable Law, (d) has not been the subject of any past audit or dispute related to Taxes and there is not a current audit or dispute related to Taxes ongoing, (e) has not received notice from any jurisdiction that it does not file Tax Returns that it is or may be subject to Tax in such jurisdiction, (f) has no Liability for the Taxes of any other Person as a transferee, successor, by contract or otherwise, (g) has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, (h) is not a foreign person as such term is defined in Section 1445 of the Code, and (i) has Liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract or otherwise. There are no Encumbrances on any of the Assets in connection with any failure (or alleged failure) to pay any Tax. The Seller has not been a party to any "reportable transaction," as defined in Code Section 6707A(c)(1) and Treasury Regulations Section 1.6011-4(b).

4.1.9

(a) all accounts receivable that are reflected on the books of account of Seller represent valid obligations arising from sales actually made or services actually performed by Seller in the ordinary course of business and such accounts receivable are current and collectible net of the respective reserves shown on the books of account, which reserves are adequate and consistent with past practice, and such accounts receivable are collectible within ninety (90) days after the day on which they first become due and payable, without any contest, claim, defense or right of setoff;

(b) All accounts receivable of Seller are set forth on Schedule 4.1.9(b);

(c) Schedule 4.1.9(c) sets forth the over/under report from Seller's Aspire system. The difference between amount billed and amount earned, if any, set forth therein shall be referred to as the "Deficit Amount". Schedule 4.1.9(c) sets forth the Deficit Amount, if any.

4.1.10 [Intentionally Omitted];

4.1.11 Seller has the requisite power and authority to enter into this Agreement and all agreements, instruments and documents executed in connection herewith and to perform its obligations hereunder and thereunder and all corporate action on the part of Seller, its officers, managers and the Shareholders necessary for the due authorization, execution, delivery and performance of this Agreement and all agreements, instruments and documents executed in connection herewith to which it is a party has been taken;

4.1.12 Schedule 4.1.12 sets forth each contract to which Seller is a party, or pursuant to which the Assets are bound, and which falls within any of the following categories: (a) any contract for goods and services furnished by Seller; (b) any contract relating to Indebtedness of Seller; (c) any contract relating to the title to, or ownership, lease, use, sale, exchange or transfer of, any leasehold or

other interest in any real property and material personal property; (d) any contract entered into pursuant to Seller's, or granting to Seller, status as an approved vendor, approved supplier, approved provider or similar status; (e) any contract between the Seller, on the one hand, and any Shareholder, any Affiliate of any Shareholder, or any related party of the foregoing; (f) any contract for employment or engagement of any director, officer, employee or consultant of the Seller, or any contract including severance or non-competition provisions, retention contracts, or separation contract that contain outstanding Liabilities; (g) any contract which purports to limit or restrict the ability of the Seller to enter into or engage in any market or line of business or that provides for "most favored nations" terms or establishes an exclusive sale or purchase obligation with respect to any product or any geographic location and any material non-solicitation contracts; (h) any contract for the lease or purchase (including any outstanding financing obligation relating to the same) of any vehicle, equipment or machinery; (i) any contract that relates to the acquisition of the business, capital stock or other equity securities or a material amount of the assets of any other Person (whether by merger, sale of stock, sale of assets or otherwise) (i) within the past five (5) years or (ii) under which there are material outstanding obligations; (j) any contract entered into in the past three (3) years involving any resolution or settlement of any actual or threatened Proceedings or which imposes continuing obligations on the Seller; (k) contract with any Governmental Authority; and (l) any other contract or agreement that is material to the Business or the Assets;

4.1.13 Seller has provided Buyer with true and correct copies of all Assigned Contracts. Except as set forth on Schedule 4.1.13, all of the Assigned Contracts are in full force and effect, have been duly executed by the parties thereto, are not subject to early termination and neither Seller nor the applicable counterparty is in default under any Assigned Contract.

4.1.14 except as set forth on Schedule 4.1.14, (a) no current or former suppliers, customers or consultants have given any written notice, and no such Person has indicated, its intention to terminate and/or modify or amend its relationship with the Business or the Seller, (b) the Seller is on reasonably good terms with all such suppliers, customers and consultants, (c) there are no disputes outstanding with any such suppliers, customers and consultants relating to the Business, including with respect to billing or otherwise, and (d) no facts exist that could reasonably be expected to give rise to the termination of Seller's as an approved vendor, approved supplier, approved provider or similar status with any of Seller's current customers;

4.1.15 Schedule 4.1.15 sets forth a true, correct and complete list of all customers of Seller during the fiscal years ended December 31, 2018 and December 31, 2019 and for the two (2) month period ended February 29, 2020. The Seller acknowledges that the Assets purchased hereunder include all customer lists and customer relationships of Seller.

4.1.16 Schedule 4.1.16 sets forth the (a) unaudited balance sheets of Seller for the fiscal years ended December 31, 2018 and December 31, 2019, and (b) the unaudited balance sheet of Seller for the two (2) month period ended February 29, 2020, and the related statements of income for the respective periods then ended, and such financial statements (including the notes thereto, if any) are in accordance with the books and records of Seller, present fairly in all material respects the financial condition of Seller as of the respective dates indicated and, for the results of operations, for the respective periods covered thereby, and were prepared and determined in accordance with GAAP consistently applied throughout the periods indicated (except for the lack of footnote disclosure and subject to normal and recurring year-end adjustments (the effect of which is not materially adverse));

4.1.17 the Seller has no Indebtedness or Liabilities except for (a) the Indebtedness set forth on Schedule 4.1.17(a), (b) Liabilities set forth on Schedule 4.1.17(b), (c) the Seller Transaction Expenses, and (d) Liabilities of the Seller under this Agreement;

4.1.18 the books of account and other financial records of Seller (a) reflect all items of income and expense and all assets and Liabilities required to be reflected therein pursuant to GAAP, (b) are complete and correct, and do not contain or reflect any material inaccuracies or discrepancies, and (c) have been maintained in accordance with good business and accounting practices;

4.1.19 the execution, delivery and performance of this Agreement (a) constitutes the valid and legally binding agreement of the Seller, enforceable in accordance with its terms, (b) does not constitute a violation of any Law, (c) does not give any Person the right to challenge any of the transactions contemplated hereby and (d) does and will not result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets;

4.1.20 Schedule 4.1.20 sets forth all of Seller's registered and non-registered Intellectual Property. Seller has the unconditional and unencumbered right to use (through Seller's sole ownership), and allow Buyer to use and register (to the extent applicable) Seller's Intellectual Property. Seller's Intellectual Property constitutes all of the Intellectual Property necessary for the Business as currently conducted and as proposed to be conducted;

4.1.21 there has been no infringement by any other Person of any of the Intellectual Property of Seller, and Seller has not and does not violate or infringe any Intellectual Property of any other Person, and Seller has not received any communication alleging that it violates or infringes the Intellectual Property rights of any other Person;

4.1.22 Seller has not received notice of, been charged with, been threatened regarding or been subject to some other assertion concerning infringing any Intellectual Property of another Person, and there is no claim or demand of any Person pertaining to, or any Proceeding which is pending or threatened that challenges the rights of Seller in respect of any Intellectual Property;

4.1.23 none of Seller's assets, including the Assets, or the Business are subject to any outstanding order, writ, injunction, ruling citation, award, decree, assessment or other judgment of any nature by or with any court, tribunal, arbitrator, or other Governmental Authority (collectively, "Orders");

4.1.24 neither the Seller nor any ERISA Affiliate sponsors, maintains or contributes to, has within the past six (6) years sponsored, maintained or contributed to, or has any Liability with respect to: (A) a plan subject to Title IV of ERISA (including a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA); (B) a "multiple employer plan" (within the meaning of Section 413 of the Code); (C) a "multiple employer welfare arrangement" (within the meaning of Section 3(40) of ERISA); (D) an arrangement providing post-employment welfare benefits, except as required under Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code ("COBRA") or a similar state Law; or (E) a self-insured welfare benefit plan.

4.1.25 each Benefit Plan(a) is now and has been funded, administered and maintained in all material respects in accordance with its terms and the provisions of applicable Law, including ERISA, the Code, the Health Insurance Portability and Accountability Act of 1996, as amended, and the Patient Protection and Affordable Care Act, and (b) that is intended to qualify under Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service regarding its qualification thereunder, and no circumstance exists that could reasonably be expected to adversely affect the qualified status of any such plan;

4.1.26 there are no claims or governmental audits or other Proceedings pending or threatened with respect to any Benefit Plan, other than routine claims for benefits;

4.1.27 no event has occurred from which a material Liability could arise under the "prohibited transaction" rules (as defined in Section 406 of ERISA or Section 4975 of the Code) and no "fiduciary" (as defined in Section 3(21) of ERISA) has any material Liability for any breach of fiduciary duty with respect to any Benefit Plan, and all contributions and premium deposits or payments required to be made by Seller under the Benefit Plans have been made, and all contributions and premium deposits or payments that have accrued but have not been paid because they are not yet due have been properly accrued in accordance with GAAP in the books and records of Seller;

4.1.28 Seller has not directly or indirectly (a) made or agreed to make any contribution, payment or gift to any government official, employee or agent where either the contribution, payment or gift or the purpose thereof was illegal under applicable Laws, (b) established or maintained any unrecorded fund or asset for any purpose or made any false entries on the books and records of Seller for any reason, (c) made or agreed to make any contribution, or reimbursed any political gift or contribution made by any other Person, to any candidate for United States federal, state or local or foreign public office or (d) paid or delivered any fee, commission or any other sum of money or item of property, however characterized, to any finder, agent, Governmental Authority official or other party, in the United States of America or any other country, which in any manner relates to the Business or the Assets, which the Seller knew or reasonably should have known is illegal under any federal, state or local applicable Laws (or any rules or regulations thereunder) of the United States of America or any other country having jurisdiction;

4.1.29 Seller is not a party to any agreement or other arrangement for the payment of any bonus, success fee, severance payment, change of control payment or other amount payable to any Person resulting from the consummation of the transactions contemplated by this Agreement;

4.1.30 (a) Seller has provided to Buyer an accurate and complete list of (i) all of the employees of Seller (including any employee who is on a leave of absence or on layoff status) and (1) their titles or responsibilities; (2) their status as a full-time or part-time employee; (3) their current salaries or wages and all bonuses, commissions and incentives paid at any time during the past twelve (12) months; and (4) their status as exempt or non-exempt under the Fair Labor Standards Act or similar state Law, (b) no employee of Seller classified as exempt under the Fair Labor Standards Act has any basis to claim status as a non-exempt employee of Seller and Seller has not incurred, and no circumstances exist under which Seller could incur (individually or in the aggregate), any material Liability arising from the misclassification of employees as exempt; (c) no independent contractor of Seller has any basis to claim status as an employee of Seller and Seller has not incurred, and no circumstances exist under which Seller could incur (individually or in the aggregate), any material Liability arising from the misclassification of employees as independent consultants or contractors. Seller has accurately reported the compensation of each independent contractor on IRS Form 1099 or other applicable Tax forms for independent contractors when required to do so; (d) Seller is in compliance with all Laws respecting employment and employment practices, terms and conditions of employment and wages and hours; (e) Seller is not liable under the Worker Adjustment and Retraining Notification Act ("WARN"), as amended, or any similar Law, and have not caused a plant closing or had any layoffs as defined therein within the past three (3) years; (e) Seller has paid in full to all employees and independent contractors and former employees and independent contractors any wages, salaries, commissions, bonuses, benefits, compensation, overtime, accrued unused paid time off or leave, and severance or any other amounts due upon termination of employment or service that are due and payable; (f) Seller is not a party to, nor otherwise bound by or negotiating any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization; (g) Seller is not subject to any charge, demand, petition or representation proceeding seeking to compel, require or demand it to bargain with any labor union or labor organization nor is there pending or threatened any labor strike, dispute, walkout, work stoppage,

slow-down or lockout involving Seller; and (h) Seller has completed and retained the necessary employment verification paperwork under the Immigration Reform and Control Act of 1986 ("IRCA"), to the extent required, for the employees hired prior to the date of this Agreement, and has complied with the applicable anti-discrimination provisions of the IRCA. Further, at all times prior to the date of this Agreement, Seller was in material compliance with both the applicable employment verification provisions (including the paperwork and documentation requirements) and the applicable anti-discrimination provisions of IRCA and all other applicable regulations dealing with the verification and employment authorization of workers;

4.1.31 Seller is in compliance with all state licensing requirements and all contractual requirements;

4.1.32 without in any manner limiting any of the other representations and warranties set forth in this Agreement, (a) none of Seller, the Business or Seller's facilities is in violation of, or has violated, or has been or is in non-compliance with, any environmental Laws, including in connection with the ownership, use, maintenance or operation of, or conduct of the Business, Seller, the Assets or any of Seller's facilities, (b) Seller has in place all Permits required by applicable environmental Laws, which are each in good standing and Seller and the Business are and have been in compliance with all terms and conditions thereof and all renewals therefor have been applied for, (c) Seller has not received notice of any violations, obligations or Liabilities arising under environmental Laws, (d) there have been no releases or threatened releases of Hazardous Materials at or from any property owned, leased, used or occupied by Seller or from property to which Seller has transported or arranged for transport for the treatment, storage, handling or disposal, of Hazardous Materials, (e) there are no pending or threatened Proceedings arising under environmental Laws that have been or may be filed by any Person with respect to any property owned, leased, used or occupied by Seller or the conduct of the Business and there are no conditions or circumstances associated with any currently or previously owned, leased, used or occupied properties or operations of Seller, the Business or its current or former subsidiaries or predecessors in interest that may give rise to any Liability, and (f) no Hazardous Materials have been released at, on, under or from any property owned, leased, used or occupied by Seller in violation of or requiring investigation or remediation under any environmental Laws or related safety requirements and no underground storage tanks are or have been located at any property owned, leased, used or occupied by Seller;

4.1.33 except as set forth on Schedule 4.1.33, there are no Proceedings involving or relating to Seller, the Business and/or the Assets, and no Proceeding is pending or threatened;

4.1.34 Seller has delivered to Buyer accurate and complete copies of all insurance policies to which Seller is a party, which such insurance policies are valid, outstanding and enforceable, are issued by an insurer that is financially sound and reputable, provide adequate insurance coverage for the Assets and the Business and are sufficient for compliance with all Laws;

4.1.35 Seller has not incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of the Assets;

4.1.36 except as set forth on Schedule 4.1.36, no executive officer, director, partner, equity holder or Affiliate of Seller (a) has any interest in any property (real, personal or mixed and whether tangible or intangible) used in or pertaining to the Business, (b) owns, of record or as a beneficial owner, a material equity interest or any other financial interest in a Person that has material business dealings with Seller, (c) is a party to any contract with, or has any claim or right against, Seller,

(d) is owed any money by Seller, other than (i) Indebtedness being repaid at the Closing or (ii) for services rendered or reimbursable expenses, or (e) owes any money to Seller;

4.1.37 Except as set forth on Schedule 4.1.37, Seller does not own, and has never owned, any real property;

4.1.38 Seller is not now insolvent and will not be rendered insolvent by any transactions contemplated hereby and, immediately after giving effect to the transactions contemplated hereby, Seller will be able to pay Liabilities as they become due in the ordinary course of business; and

4.1.39 no representation, warranty or other statement made by Seller in connection with the transactions contemplated hereby contains any untrue statement or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading, and Seller is not aware of any fact that may materially adversely affect the Assets or the Business.

4.2 Buyer hereby represents and warrants to Seller, as of the date hereof, as follows: (a) Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Florida; (b) Buyer has the requisite power and authority to enter into this Agreement and all agreements, instruments and documents executed in connection herewith and to perform its obligations hereunder and thereunder and all corporate action on the part of Buyer, its officers, managers and equity holders necessary for the due authorization, execution, delivery and performance of this Agreement and all agreements, instruments and documents executed in connection herewith to which it is a party has been taken; (c) the execution, delivery and performance of this Agreement by Buyer (i) constitutes the valid and legally binding agreement of Buyer, enforceable in accordance with its terms, (ii) does not constitute a default, breach, violation or termination under Buyer's organizational documents, and (iii) does not constitute a violation of any Law; and (d) Buyer has not incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with the transactions contemplated hereunder.

5. Closing. The transactions contemplated hereunder shall be consummated (the "Closing") at the offices of Blank Rome LLP, One Logan Square, Philadelphia, Pennsylvania 19103 on the date hereof (or at such other location as the parties hereto may agree or via the electronic exchange of execution versions of this Agreement and all other agreements, instruments and documents executed in connection herewith and the signature pages thereto via facsimile or via email (including by .pdf)) (the "Closing Date").

6. Closing Conditions. Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at Closing is subject to the satisfaction (determined by Buyer, in its reasonable discretion), at or prior to the Closing, of each of the following conditions: (a) Buyer shall have received from Seller a Secretary's Certificate with the following attested and certified to: (i) Seller's authorizing resolutions regarding the transactions contemplated hereby; (ii) a Certificate of Good Standing (or equivalent) from the Florida Secretary of State, Division of Corporations, dated as of a date not more than ten (10) days prior to the Closing Date; and (iii) Seller's articles of incorporation (or equivalent); (b) Buyer shall have received a Bill of Sale, Vehicle Bill of Sale, an Assignment Agreement and such other documents as may be required to transfer title of the property, equipment, machinery and vehicles included in the Assets to Buyer, each duly executed by Seller and each in form and substance reasonably satisfactory to Buyer; (c) Buyer shall have received such authorizations or approvals of any Governmental Authority and third party consents, which shall be in full force and effect on the date hereof, as are necessary or desirable to (i) consummate the transactions contemplated hereby, including the assignment of the Assigned Contracts to Buyer, and (ii) allow Buyer to operate the Assets from and

after the Closing Date; (d) each of Jason Wingate and Susan Wingate shall have executed and delivered an employment agreement with Buyer which shall be in form and substance reasonably satisfactory to the respective parties thereto; (e) the Seller shall have executed and delivered all such documents and performed such acts as Buyer has reasonably requested for Buyer to obtain any Tax clearance certificates available to absolve Buyer of successor Tax Liability; (f) [Intentionally Omitted]; (g) Seller and each Shareholder shall have executed a restrictive covenant agreement with Buyer, which shall be in form and substance reasonably satisfactory to Buyer; (h) each Shareholder shall have executed a guaranty agreement with Buyer which shall be in form and substance satisfactory to Buyer (i) Buyer shall have received such other agreements, certificates, instruments and documents reasonably requested by Buyer, in order to fully consummate the transactions contemplated by this Agreement and carry out the purposes and intent of this Agreement, and (j) Seller shall have delivered to Buyer a certificate which is in a form acceptable to the Buyer and consistent with Section 1445 of the Code and the Treasury Regulations thereunder, specifying under penalties of perjury that the Seller is not a foreign person (as such term is defined under Section 1445(f)(3) of the Code).

7. Covenants.

7.1 Post-Closing. After the Closing Date, the Seller shall, and shall cause each Shareholder to, (a) cooperate with Buyer in its good faith efforts to continue and maintain for the benefit of Buyer the business relationships of Seller existing prior to Closing and relating to the Business or the Assets and not take any action that would reasonably tend to diminish the value of the Assets after Closing or that would interfere with the business of Buyer to be engaged after Closing, (b) cooperate with Buyer to transfer to Buyer the control and enjoyment of the Assets and not take any action to obstruct or impair the smooth assumption by Buyer of the Assets, including, vehicles and other property requiring any transfer of title, (c) execute and deliver all such further documents or perform such acts as Buyer may reasonably request in order to more fully consummate the transactions contemplated hereby, and (d) promptly deliver to Buyer all correspondence, papers, documents and other items and materials received by the Seller or the Shareholders found to be in their possession which pertain to the Assets (other than Seller's minute books, stock books and related organizational documents, subject to Section 7.4). From and after the Closing Date, if the Seller, Shareholders or any of its or their respective Affiliates receives or collects any funds relating to the Assigned Contracts, any accounts receivable of Seller included in or related to the Assets, or otherwise related to the Assets, the Seller shall, and shall cause the Shareholders and any of its and their respective Affiliates to, remit any such amounts to Buyer within ten (10) days of each day on which any such Seller, Shareholder or its or their respective Affiliate receives such sum.

7.2 Employment Matters. Commencing on the Closing Date, Seller shall terminate all employees of the Business in compliance with applicable Law and following such termination Buyer may offer employment to those employees of the Business that Buyer desires to employ on an "at will" basis. Prior to the Closing Date, Seller shall pay to all of Seller's employees all accrued but unpaid paid time off and all salary and other benefits owing to such employees through the Closing Date. Seller Parties shall bear any and all obligations and liabilities under WARN or any similar state Law resulting from employment losses pursuant to this Section 7.2. Seller Parties shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, manager, member, director, independent contractor or consultant of the Business, including hourly pay, commission, bonus, salary, accrued vacation and sick time, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date. Seller Parties shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, members, managers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or

prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which claims relate to events occurring on or prior to the Closing Date. Seller will maintain a group health plan for as long as necessary so that Buyer does not become liable under Treas. Reg. Section 54.4980B-9, Q & A-6 to provide COBRA continuation coverage to each Person receiving COBRA continuation coverage as of Closing, who had a COBRA qualifying event prior to Closing under any existing plan of Company and each Person who becomes eligible for COBRA continuation coverage under any existing plan of Company prior to or in connection with Closing (including each Person who becomes a M&A Qualified Beneficiary (as such term is defined in Treas. Reg. Section 54.4980B-9, Q & A-4) in connection with the transactions contemplated by this Agreement). Seller Parties shall be responsible for and will perform all Tax withholding, payment and reporting duties with respect to any wages and other compensation paid by Seller Parties on or prior to the Closing Date to any employee who accepts Buyer's offer for employment as provided in this Section 7.2 ("Transferred Employee"), and Buyer shall be responsible for and will perform all Tax withholding, payment and reporting duties with respect to any wages and other compensation paid to any Transferred Employee after the date of the commencement of such Transferred Employee's employment with Buyer. Pursuant to Rev. Proc. 2004-53, 2004-34 I.R. B. 320, Buyer shall have the right to elect to furnish a Form W-2 (the "Form W-2") to each Transferred Employee, disclosing all wages and other compensation paid for the 2020 calendar year, and Taxes withheld therefrom, in which case, Buyer and not Seller Parties shall file the Form W-2, and Seller Parties shall provide Buyer with all necessary payroll records for the calendar year in which the Closing Date occurs (the "Closing Tax Year") up to and including the Closing Date. Buyer shall notify Seller Parties by the end of the Closing Tax Year as to whether Buyer has elected to exercise its rights under this Section 7.2. If Buyer determines not to elect to exercise such rights, Seller Parties shall remain responsible for filing the Form W-2 for the portion of the year that the Transferred Employees worked for Seller Parties.

7.3 [Intentionally Omitted].

7.4 Access to Books and Records. The Seller shall, and shall cause the Shareholders to, for a period of five (5) years after the Closing Date, or for a longer period if required by applicable Law, retain the books and records (including personnel files) which relate to the Business and its operations for the period prior to Closing not included in the Assets and the Seller shall not dispose of or destroy any of such books and records without the consent of Buyer. Upon reasonable notice, the Seller shall afford Buyer and its directors, officers, managers, equity holders, employees, consultants, financial advisors, counsel, accountants and other agents or representatives reasonable access (including the right to make photocopies or electronic or digital copies), during normal business hours, to such books and records.

7.5 Transfer Taxes. All transfer (including motor vehicle transfer), registration, stamp, value added, documentary, recordation, sales, use and similar fees or Taxes, including any penalties, interest and additions to such fees and Taxes incurred in connection with this Agreement (collectively, "Transfer Taxes") shall be the responsibility of and be timely paid by the Seller. Seller and Buyer shall cooperate in the timely preparation of all Tax Returns related to Transfer Taxes ("Transfer Tax Returns") as may be required in connection therewith. The Transfer Tax Returns shall be prepared by the party required to file such Transfer Tax Return pursuant to applicable Law and, if required by applicable Law, each party shall join in the execution of any such Transfer Tax Returns and other documentation. The expenses associated with the Transfer Tax Returns described in the preceding sentence shall be borne by the party required to prepare such Transfer Tax Return pursuant to applicable Law.

7.6 Allocation of Taxes. All real property Taxes, personal property Taxes and similar ad valorem Taxes imposed on a periodic basis on or with respect to the Assets for a Taxable period that begins on or before the Closing Date and ends after the Closing Date shall be apportioned between the Seller and Buyer as of the Closing Date, based on the number of calendar days of such Taxable period included in the period ending on (and including) the Closing Date (the "Seller's Obligation Period"), and the number of days of such Taxable period after the Closing Date (the "Buyer's Obligation Period"). The Seller shall be liable for the proportionate amount of such Taxes that is attributable to the Seller's Obligation Period, and Buyer shall be liable for the proportionate amount of such Taxes that is attributable to the Buyer's Obligation Period.

7.7 Cooperation Related to Tax Matters. Buyer and Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns and any proceedings related to Tax. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Seller and Buyer shall (i) retain all books and records with respect to Tax matters pertinent to the Business relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations (and, to the extent notified by Buyer or Seller, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (ii) give the other party reasonable written notice prior to transferring, destroying, or discarding any such books and records and, if the other party so requests, allow such party to take possession of such books and records. Buyer and Seller further agree, upon request, to use commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce, or eliminate any Tax that could be imposed (including with respect to the transactions contemplated hereby).

7.8 Business Name. Seller acknowledges and agrees that the Assets include the Business Names, and upon the Closing, the Business Names and all goodwill associated therewith shall become the exclusive property of the Buyer. Within three (3) days following the Closing, Seller shall pass all required resolutions to change the company name of Seller to a name that does not include any Business Name, or any name intended or likely to be confused or associated with any Business Name, and shall cause the registration of the new name with the appropriate Governmental Authorities. Notwithstanding anything to the contrary herein, the Buyer does not grant any Seller a license to use, and no Seller shall have any right, title or interest in or to, any Business Name following the Closing. Seller shall cause each of the Shareholders, and its and their respective Affiliates not to use any Business Name following the Closing.

7.9 Withholding. Buyer will be entitled to deduct and withhold from any amount payable pursuant to this Agreement (including payments of the Purchase Price) such amounts as Buyer (or any Affiliate thereof) shall reasonably determine they are required to deduct and withhold with respect to the making of such payment under the Code or any other provision of applicable Law. To the extent that amounts are so withheld by Buyer, such withheld amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding were made.

8. Certain Definitions.

8.1 "Affiliates" means with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

8.2 “Assigned Contracts” means all contracts and agreements of Seller (whether or not Seller has received consent of the other party or parties thereto for the assignment of such agreement or contract to Buyer) set forth on Schedule 1 hereto.

8.3 “Benefit Plan” means each “employee benefit plan,” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and all rulings and regulations promulgated thereunder (“ERISA”), and any other incentive (equity or otherwise), deferred compensation, severance, employment, change in control, bonus, profit sharing, salary continuation, disability, hospitalization, medical insurance, dental, life insurance, commission or fringe benefit agreement, plan or arrangement, whether or not set forth in writing, provided or maintained by Seller or any ERISA Affiliate with or for the benefit of Seller’s current or former employees, directors or consultants or any of their respective spouses, dependents or beneficiaries or to which or with respect to which Seller or any ERISA Affiliate contributes or has an obligation to contribute or has or could reasonably be expected to have any Liability

8.4 “Business” as used herein means Seller’s business of residential landscaping, commercial landscaping, landscape maintenance services, pest control, irrigation and sports turf management ; *provided* that the term “Business” as used herein in reference to time periods following the Closing shall mean the Buyer’s operation of the Business following the Closing.

8.5 “Business Names” means all business names, brand names, marketing names, trade names, trademarks, service marks and domain names related to or used in connection with the Business, including any business name, brand name, marketing name, trade name, trademark, service mark and domain name that includes the words “GreenSource Landscape and Sports Turf” and any and all other derivatives thereof, including any registrations and/or applications for registration of the foregoing and all goodwill associated therewith.

8.6 “Code” means the Internal Revenue Code of 1986, as amended.

8.7 [Intentionally Omitted]

8.8 [Intentionally Omitted]

8.9 “Control” means, as to any Person, the direct or indirect power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise. The terms “Controlled” and “Controls” shall have correlative meanings.

8.10 “ERISA Affiliate” means each business or entity that is a member of a “controlled group of corporations,” under “common control” or an “affiliated service group” with Seller or any Affiliate of Seller within the meaning of Sections 414(b), (c) or (m) of the Code, or required to be aggregated with Seller or any Affiliate of Seller under Section 414(o) of the Code, or is under “common control” with Seller or any Affiliate of Seller within the meaning of Section 4001(a)(14) of ERISA.

8.11 “GAAP” means generally accepted accounting principles for financial reporting in the United States of America.

8.12 “Governmental Authority” means any (a) nation, state, county, city, town, borough, village, district or other jurisdiction; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-

governmental powers); (d) multinational organization or body; (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (f) official of any of the foregoing.

8.13 "Hazardous Material" means any substance, waste, contaminant, pollutant or material that has been determined by any Governmental Authority to be capable of posing a risk of injury or damage to health, safety, property or the environment including (a) all substances, wastes, contaminants, pollutants and materials defined, designated or regulated as hazardous, dangerous or toxic pursuant to any Law, and (b) asbestos, polychlorinated biphenyls, petroleum, petroleum products, urea formaldehyde and mold.

8.14 "Indebtedness" means, without duplication, as of the Closing Date: (i) any indebtedness of Seller for borrowed money or in respect of loans or advances (including, for the avoidance of doubt, in respect of cash/book overdrafts); (ii) any obligations of Seller evidenced by a note, bond, debenture or other similar security or instrument, (iii) any lease that has been or must be accounted for as a capital lease on the balance sheet of Seller prepared in accordance with GAAP and any amounts due in connection with operating lease for vehicles to transfer title of such vehicles to Seller from the lessor, (iv) any amounts owed with respect to letters of credit, banker's acceptances or similar bank guarantees (whether drawn or undrawn) issued for the account of Seller; (v) conditional sale or other title retention agreements relating to property or assets purchased by Seller; (vi) deferred capital expenditures; (vii) obligations secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property owned or acquired by Seller; (viii) any interest rate swap, forward contract or other hedging arrangement of Seller, including the cost of termination, (ix) all obligations of Seller created or arising under any conditional sale, earn out or other arrangement for the deferral of purchase price of any business, property or services, (x) all obligations upon which interest charges are customarily paid or accrued, (xi) any other obligations, contingent or otherwise, that, in accordance with GAAP should be classified upon the balance sheet of Seller, as applicable, as indebtedness, (xii) any indebtedness or obligation of a Person of a type that is referred to in clauses (i) through (xi) above and which is either guaranteed, directly or indirectly, by, or secured by an Encumbrance upon any property or asset owned by, Seller, and (xiii) all interest, fees, prepayment premiums and other expenses owed with respect to the indebtedness referred to above.

8.15 "Intellectual Property" means any of the following, as they exist anywhere in the world, whether registered or unregistered: (a) all patents, patentable inventions and patent applications and all reissues, divisions, divisionals, provisionals, continuations and continuations-in-part, renewals, extensions, reexaminations, utility models, certificates of invention and design patents, registrations and applications thereof, and all documents and filings claiming priority to or serving as a basis for priority thereof, (b) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles and other source or business identifiers, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof, (c) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto, (d) all software, including all source code, data and related documentation, (e) all trade secrets and confidential information and proprietary information and rights (whether or not patentable or subject to copyright or trade secret protection), (f) all Internet domain names, (g) any other intellectual property rights of any kind, nature or description, and (h) any copies of tangible embodiments thereof (in whatever form or medium).

8.16 "Law" means any federal, state, local or foreign statute, law, ordinance, charter, constitution, treaty, regulation, guideline, rule, code, order, injunction, judgment, decree or other requirement or rule of law.

8.17 "Liability" means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

8.18 "Permits" means all permits, certificates, licenses, approvals, registrations and authorizations required under all Laws.

8.19 "Person" means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or other entity, including any Governmental Authority.

8.20 "Proceedings" means any demands, claims, suits, actions, litigation, investigations, arbitrations, administrative hearings, audits or any other proceedings of any nature.

8.21 "Retained Liabilities" means all of the Liabilities of Seller not specifically assumed by Buyer as Assumed Liabilities pursuant to Section 2.

8.22 "Shareholders" means Jason Wingate and Susan Wingate.

8.23 "Tax" (and, with correlative meaning, "Taxes" and "Taxable") means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum, escheat, unclaimed property and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Governmental Authority.

8.24 "Treasury Regulations" means the income tax Treasury Regulations promulgated under the Code, as the same may be amended from time to time.

9. Indemnification.

9.1 From and after the date hereof, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates and agents, representatives, members, managers, partners, officers, directors and stockholders (collectively, the "Buyer Group") from and against any and all losses, Liabilities, costs and expenses (including attorneys' fees and costs) ("Losses") suffered by the Buyer Group arising from (a) any breach of any representation, warranty, covenant or agreement contained herein and/or in any document or agreement contemplated hereunder; (b) any Law relating to the sale of assets in bulk; (c) the ownership or operation of the Business and/or the Assets for the time period prior to the Closing; (d) the failure of the Seller to pay, perform and discharge in full all Retained Liabilities, including all Indebtedness, Liabilities, Seller Transaction Expenses, Taxes and responsibilities of any kind whatsoever of Seller, the Business and/or relating to the Assets, whether direct, indirect, recorded, unrecorded, accrued, absolute, contingent or otherwise, known or unknown, whether due or to become due, except the Assumed Liabilities; (e) the Retained Assets and/or (f) any Proceedings or Orders relating to the foregoing, including the Proceedings set forth on Schedule 4.1.33. In addition to the rights to indemnification as aforesaid, the Buyer Group shall have all of its rights and remedies under law and equity in connection with this Agreement and the transactions contemplated hereunder. In addition to all other rights and remedies that Buyer may have, Buyer shall have the right to set off against any amounts

owed to Seller or any of the Shareholders pursuant to this Agreement or any agreement contemplated hereunder (including the Holdback Amount) any sums for which Buyer is entitled to indemnification under this Section 9.1. Buyer's rights to indemnification under this Section 9.1 shall not be in any manner limited by or to this right of setoff. Any indemnification payments shall be treated as an adjustment to the Purchase Price.

9.2 From and after the date hereof, Buyer shall indemnify, defend and hold harmless Seller, and its Affiliates and agents, representatives, members, managers, partners, officers, and directors (Collectively the "Seller Group") from and against any and all Losses suffered by the Seller Group arising from any breach of Buyer's representations, warranties, covenants or agreements contained herein and/or in any document or agreement contemplated hereunder. In addition to the rights to indemnification as aforesaid, the Seller shall have all of their rights and remedies under law and equity in connection with this Agreement and the transactions contemplated hereunder.

9.3 If a Person seeks indemnification under this Section 9 (such Person, the "Indemnified Party"), such Indemnified Party shall give written notice to the Person obliged to provide indemnification hereunder (such Person, the "Indemnifying Party") after receiving written notice of any Proceeding or other claim against it (if by a third party) or discovering the Liability, obligation or facts giving rise to such claim for indemnification, describing the claim, the amount thereof (if known and quantifiable), and the basis thereof; provided that the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its Liabilities hereunder except to the extent such failure shall have actually materially harmed the Indemnifying Party.

9.4 The parties agree to treat any indemnification payments made to Buyer pursuant to this Agreement as an adjustment to the final Purchase Price, unless a Final Determination with respect to the indemnified party or any of its Affiliates causes any such payment not to be treated as an adjustment to the Purchase Price. For purposes of this Agreement, "Final Determination" means (i) with respect to federal income Taxes, a "determination" as defined in Section 1313(a) of the Code or execution of an IRS Form 870-AD and (ii) with respect to Taxes other than federal income Taxes, any final determination of liability in respect of a Tax that, under applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise (including the expiration of a statute of limitations or a period for the filing of claims for refunds, amended returns or appeals from adverse determinations).

10. Binding Agreement. The parties intend for this Agreement to constitute a legally binding agreement enforceable in accordance with its terms.

11. Specific Performance. The Seller recognizes that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, if Seller fails or refuses to perform any of the provisions of this Agreement, monetary damages alone will be inadequate. Buyer shall, therefore, be entitled in such event, in addition to monetary damages, to obtain specific performance of the terms of this Agreement. In any action to enforce the provisions of this Agreement, Seller expressly waives the defense that there is an adequate remedy at law and agrees that Buyer shall have the right to obtain specific performance of the terms of this Agreement.

12. Expenses. Each party (Buyer, on the one hand, and Seller, on the other hand) shall be responsible for its own expenses incurred in negotiating and preparing this Agreement and carrying into effect the transactions contemplated hereby.

13. Governing Law: Dispute Resolution.

13.1 This Agreement is made under, and shall be construed and enforced in accordance with, the Laws of the State of Florida applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.

13.2 The parties hereby agree that any action or proceeding arising out of or related to this Agreement, the breach, validity or enforceability of any provision hereof, or the rights or obligations of any person hereunder, shall (i) first be submitted to alternative resolution through mediation in Broward County, Florida, with each party to bear their own respective attorney's fees and each pay one-half (50%) of the mediator's fees and (ii) in the event that mediation resolves in an impasse or does not cause a resolution of the matter within thirty (30) days of its submission to mediation, the parties agree to submit the applicable matter to mandatory, final and binding arbitration before a single arbitrator selected pursuant to JAMS' Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), and any such arbitration shall be conducted in Broward County, Florida. Any party may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with JAMS and giving a copy of such demand to each of the other parties to this Agreement. The arbitration shall be conducted in accordance with the provisions of the JAMS Rules in effect at the time of filing of the demand for arbitration. The parties shall cooperate with JAMS and with each other in promptly selecting an arbitrator from the JAMS panel of neutrals and in scheduling the arbitration proceeding in order to fulfill the provisions, purposes and intent of this Agreement. The provisions of this section may be enforced by any court of competent jurisdiction (each, a "Court"), and the party or parties seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered. Judgment upon the award rendered by the arbitrator may be entered in any Court. Except as specifically otherwise provided in this Agreement, arbitration conducted in accordance with this Agreement shall be the sole and exclusive means of seeking redress by the parties hereto; provided that nothing in this section shall be deemed a waiver by any party of the right to, and each party shall be entitled to, specific performance or injunctive relief in any federal or state court having jurisdiction in the case of any other party's failure to comply with the covenants and agreements made by such party pursuant to the terms of this Agreement.

13.3 In the event of a dispute arising out of or relating to this Agreement or the transactions contemplated hereby, the prevailing party (as determined by a final judgment or order issued by a Court, or as a result of the binding arbitration set forth in this Section 13) shall be entitled to recover its reasonable attorney's fees, expenses and costs from the non-prevailing party.

14. Miscellaneous. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. This Agreement and any other documents, instruments or other writings delivered pursuant to this Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understandings and negotiations, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall only be varied, modified, supplemented or terminated in a writing executed by all the parties hereto. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's-length and among parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any Law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. If any provision of this Agreement is determined by a Court (or arbitrator) to be invalid or unenforceable, such determination will not affect the remaining provisions of this Agreement, all of which will remain in full force and effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto and their respective heirs, executors, personal representatives, successors and permitted assigns. This Agreement may not be assigned by Seller. Buyer


may assign any or all of its rights and obligations hereunder to any third party. Nothing in this Agreement is intended to confer upon any Person, other than the parties hereto any rights or remedies under or by reason of this Agreement. All representations and warranties hereunder shall survive the execution and delivery hereof until sixty (60) days after the expiration of the applicable statute of limitations for the applicable underlying claim, including any extensions or waivers thereof and any claims for Losses arising out of, caused by or relating to Sections 9.1(b) - (e) (including any applicable underlying covenants and agreements), fraud, willful misconduct or intentional misrepresentations shall survive indefinitely. This Agreement may be signed in counterparts, including by facsimile or electronic transmission, all of which when taken together shall constitute one and the same agreement. When used in this Agreement, the words "including" and "include" shall be deemed followed by the words "without limitation". Any notices given hereunder shall be sent to the respective party's address and to each party's respective attorney's address set forth on the signature pages hereto (or such other address as such party provides notice of pursuant to this Agreement) and shall be deemed given five (5) days after sent by certified mail, return receipt requested or two (2) days after sent by a reputable overnight courier, with receipt, or on the same day if personally hand delivered or sent by electronic transmission, if, in the case of electronic transmission, followed within forty eight (48) hours thereafter by a copy of such notice sent by one of the other notice methods provided. Any notice to be sent to any party hereunder may be sent by such party's attorney. The Seller shall take all actions necessary to comply with any and all requirements under applicable Law relating to the sale of assets in bulk or otherwise; provided however, that the parties hereto hereby agree that it may not be practicable in advance of the Closing Date to comply or attempt to comply with the procedures of the "Bulk Sales Law" or similar Law of any or all of the states in which the Assets are situated or of any other jurisdiction which may be asserted to be applicable to the transactions contemplated hereby. Accordingly, to induce the Buyer to waive any requirements for compliance with any or all of such Laws, the Seller hereby agrees that the indemnity provisions of Section 9 hereof shall apply to any Losses of the Buyer or any of its Affiliates arising out of resulting from the failure of the Seller or Buyer to comply with any such Law.

-Signatures on Following Page-

Please acknowledge your acceptance of and agreement to be legally bound by the above terms by signing and returning a copy of this Agreement. Upon due execution and delivery by all parties, the agreements set forth herein shall be the valid and legally binding obligations of each party, effective as of the date first set forth above.

Very truly yours,

JUNIPER LANDSCAPING OF FLORIDA,
LLC

DocuSigned by:

By: 2B4677814A664E8
Name: M. Brandon Duke
Title: President

Address:

Juniper Landscaping of Florida, LLC
5880 Staley Road
Fort Myers, FL 33905
Attention: M. Brandon Duke
Email: Brandon@JuniperLandscaping.com

With a copy to:

Juniper Landscaping Holdings, LLC
c/o ZS Fund L.P.
340 Madison Ave., 19th Floor
New York, NY 10173
Attention: Robert Home and Nicholas Burger
Email: bhome@zsfundlp.com and
nburger@zsfundlp.com

With a copy to:

Blank Rome LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103
Attention: Gary Goldenberg and Inna Zaltsman
Email: Goldenberg@BlankRome.com and
IZaltsman@BlankRome.com

[Signatures continued to next page]

ACKNOWLEDGED AND AGREED:

SELLER:

GREENSOURCE LANDSCAPE AND SPORTS
TURF, INC.

DocuSigned by:
By: Susan N. Wingate
4E0FED716C25491...
Name: Susan N. Wingate
Title: President

Address:

c/o Susan N. Wingate and Jason Wingate
12500 SW 34th Place
Davie, FL 33330
Email: nickiwingate@gmail.com and
jasondwingate@gmail.com

With a copy to:

L. GREGORY LOOMAR, P.A.
L. Gregory Loomar, Esquire
5550 Glades Rd., Ste. 500
Boca Raton, FL 33341
Phone: 561-203-6507
Email: Greg@LGLoomarLaw.com