

BILL OF SALE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment, and Assumption Agreement (this “**Agreement**”) is made and entered into as of January 13, 2023, by and among Landscape Service Professionals LLC, a Delaware limited liability company (“**Buyer**”), United Land Services Intermediate Holdings LLC, a Delaware limited liability company (“**Intermediate Holdco**,” and collectively with Buyer, the “**Buyer Parties**,” and each, a “**Buyer Party**”), Landscape Service Professionals Inc., a Florida corporation (“**Seller**”). Capitalized terms used and not defined in this Agreement have the meanings ascribed to such terms in the Asset Purchase and Contribution Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Buyer, Intermediate Holdco, Seller, and certain other parties thereto.

WHEREAS, this Agreement is executed and delivered pursuant to the Purchase Agreement, which provides, among other things, that (i) Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all Encumbrances, except for Permitted Encumbrances, all of Seller’s right, title, and interest in the Purchased Assets, (ii) Seller shall contribute, free and clear of all Encumbrances, and Intermediate Holdco shall accept as a contribution from Seller, all of Seller’s right, title, and interest in the Contributed Assets, and (iii) (A) in consideration of the Purchased Assets, Buyer shall pay to or on behalf of Seller the amounts set forth in Section 3.02(c) of the Purchase Agreement, subject to adjustment pursuant to Section 2.06 of the Purchase Agreement, and shall assume the Assumed Liabilities, and (B) in consideration of the Contributed Assets, Intermediate Holdco shall issue to Seller the Intermediate Rollover Equity, which the parties agree has a value equal to the Intermediate Rollover Equity Value.

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

Section 1 Transfer of Assets. In accordance with and subject to the terms and conditions of the Purchase Agreement, (i) Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases, acquires, and accepts from Seller, all of Seller’s right, title, and interest in, to, and under the Purchased Assets, free and clear of all Encumbrances, except for Permitted Encumbrances, and (ii) Seller hereby contributes to Intermediate Holdco, and Intermediate Holdco hereby accepts as a contribution from Seller, all of Seller’s right, title, and interest in, to, and under the Contributed Assets, free and clear of all Encumbrances. Notwithstanding anything to the contrary, Seller does not and shall not sell, assign, transfer, convey, or deliver to Buyer, nor does Buyer purchase, acquire, or accept from Seller, the Excluded Assets.

Section 2 Assumption of Liabilities. In accordance with and subject to the terms and conditions of the Purchase Agreement, Seller hereby assigns to Buyer, and Buyer hereby assumes and agrees to pay, perform, and discharge, the Assumed Liabilities. Notwithstanding anything to the contrary, Seller does not and shall not assign to Buyer, nor does Buyer assume or agree to pay, perform, or discharge, the Excluded Liabilities.

Section 3 Miscellaneous.

(a) The transfers and assignments set forth in this Agreement are made by Seller subject to the terms, conditions, limitations, covenants, representations, warranties, and other provisions contained in the Purchase Agreement, which are hereby incorporated by reference. This Agreement is intended only to evidence the contribution, sale, conveyance, transfer, assignment, and delivery of the Acquired Assets to the Buyer Parties, as applicable, as of the Closing pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between any provision contained in the Purchase Agreement and any provision contained in this Agreement, the Purchase Agreement governs, supersedes, and controls in all respects.

(b) Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, the Purchase Agreement, and the other Transaction Documents.

(c) The recitals set forth above are incorporated herein by reference as reflecting the general understanding and intent of the parties.

(d) Any notice required or permitted under this Agreement shall be given in accordance with Section 9.01(a) of the Purchase Agreement.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties exclusively in the appropriate state or federal court located in or serving the State of Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid there. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

(f) This Agreement and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, but this Agreement shall not be assignable by either party hereto without the express prior written consent of the other party hereto, and any attempted assignment without such consent shall be void *ab initio*, except that any Buyer Party may assign (i) any or all of its rights and obligations under this Agreement to any buyer of all or substantially all of the assets of such Buyer Party, (ii) assign any or all of its rights under this Agreement to any lender to such Buyer Party or any of its subsidiaries as security for indebtedness to any such lender, and (iii) assign its rights pursuant to this Agreement to one or more of its Affiliates and/or designate one or more of its Affiliates to perform its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless expressly set forth in writing and signed by the party so waiving.

(h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Pages Follow]

The undersigned have executed this Agreement as of the date first written above.

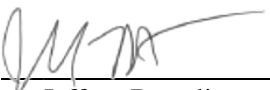
BUYER:

LANDSCAPE SERVICE PROFESSIONALS
LLC

By: 
Name: Jeffrey Bartoli
Title: Secretary

INTERMEDIATE HOLDCO:

UNITED LAND SERVICES INTERMEDIATE
HOLDINGS LLC

By: 
Name: Jeffrey Bartoli
Title: Secretary

SELLER:

LANDSCAPE SERVICE PROFESSIONALS
INC.

By: _____

Name: Sandra Benton

Title: President

