AMENDED AGREEMENT FOR

PALNT AND LANDSCAPE MATERIALS WITH INSTALLATION

INCLUDING ASSIGNMENT

This AMENDED AGREEMENT is made this 26th day of February, 2026, for Plant and Landscape Materials with Installation by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida whose address is 1100 Park Lane East, Oakland Park, FL 33334 ("City)",

and

LANDSCAPE SERVICE PROFESSIONALS LLC, a Delaware limited liability company authorized to do business in the State of Florida, located at 3560 W. Broward Blvd. Ft. Lauderdale, FL 33312, hereinafter "CONTRACTOR".

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on April 19, 2023, the City entered into an Agreement ("Original Agreement") with **Landscape Service Professionals, Inc.,** Resolution R-2023-071, Invitation to Bid (ITB) #030623, for Plant and Landscape Materials with Installation

WHEREAS, on January 13, 2023, Landscape Services Professionals, Inc. was purchased by CONTRACTOR; and

WHEREAS, on January 23, 2026**, Landscape Services Professionals LLC** submitted an executed "Bill of Sale, Assignment, and Assumption Agreement", as the buyer, to the City to consent to the assignment of the Original Agreement to CONTRACTOR ("Exhibit A"); and

WHEREAS, the City desires to contract with Landscape Services Professionals LLC, the CONTRACTOR, and consented to the assignment of the Original Agreement; and

WHEREAS, the term of the Original Agreement is three (3) years with options to renew for one (1) additional three-year period, and the initial term of the Original Agreement expires on April 18, 2026; and

R.2023.071

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions and price remain the same as in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The Original Agreement is hereby assigned to the CONTRACTOR. In accordance with the Original Agreement, the Parties, upon mutual written consent, upon expiration of the initial term, one (1) three-year renewal option will remain.

Section 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

Section 4. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 5. Public Records. The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Consultant to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE II.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Renee M. Shrout, CMC, City Clerk
City of Oakland Park
1100 Park Lane East
Oakland Park, FL 33334
954-630-4298
ReneeS@OaklandParkFL.gov

Section 6. Ethics and Conflict of Interest - CONTRACTOR shall avoid all conflicts of interests, as well as appearances of conflicts of interests, throughout the term of this Agreement. CONTRACTOR shall not at any time during the term of this Agreement represent any party seeking approvals, permits, or licenses, of any kind from the City. Nothing set forth in this Agreement shall preclude or limit CONTRACTOR's ability to engage in outside work or employment which is not in conflict with the duties and responsibilities set forth herein.

Section 7. Indemnification. Consultant agrees to indemnify and save harmless the CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in the solicitation to protect the CITY and its interests from such actions of the consultant or sub-contractors. Consultant further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

Section 8. Governing Law; Venue. This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding commenced with respect to the performance of the Parties' obligations pursuant to this Agreement shall be in a court of competent jurisdiction located in Broward County, Florida.

Section 9. Non-Discrimination/Equal Employment Opportunity and Americans with Disabilities Act. Consultant shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Consultant shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

Section 10. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk

CITY OF OAKLAND PARK:

BY: _____
for City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

BY: _____

CONTRACTOR:
LANDSCAPE SERVICE PROFESSIONALS, LLC

BY: _____
Title: Branch Manager

STATE: Florida
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 12 day of February, 20 22, by: Anthony Hudson.

Name of Person Making Statement

Signature of Notary Public

Name of Notary Public (Typed, Printed, Stamped)

JENNIFER BENTON
Notary Public - State of Florida
Commission # HH 564149
My Comm. Expires Aug 9, 2025
Bonded through National Notary Assn.

(NOTARY SEAL)

Personally Known: ✓ OR Identification Produced: _____

Type of Identification Produced: _____

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a publicemployer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor oranother subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin requiredregistration with, and use of the E-verify system in order to verify the work authorization status of all newlyhired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties withinFlorida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. TheVendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization ofthe E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Landscape Service Professionals LLC

Authorized Signature: _____

Print Name: Anthony Hudson

Title: Branch Manager

Date: 2/12/24

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

> ***Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".***

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: February 12, 2024

Entity: Landscape Service Professionals LLC

Signed: [signature]

Name: Anthony Hudson

Title: Branch manager

State of Florida
County of Broward

On this 12 day of Feb, 2024, before me, the undersigned Notary Public, personally appeared Anthony Hudson [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[signature]
Notary Public, State of Florida

(Print Name of Notary)

JENNIFER BENTON
Notary Public - State of Florida
Commission # HH 564149
My Comm. Expires Aug 8, 2028
Bonded through National Notary

Commission Number:

My Commission Expires:

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** Anthony Hudson, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** Branch Manager of **(Business Name)** Landscape Service Pros which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled _____, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 12 day of Feb, 2026.

BY: _____
Signature of Affiant

Anthony Hudson
Printed Name

State of Florida
County of Broward

On this 12 day of Feb, 26, before me, the undersigned Notary Public, personally appeared Anthony Hudson [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JENNIFER BENTON
Notary Public - State of Florida
Commission # HH 564149
My Comm. Expires Aug 9, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida
(Print Name of Notary)

Commission Number: _____
My Commission Expires: _____

"EXHIBIT A "

Execution Version

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