AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT
FOR LANDSCAPING SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR LANDSCAPING SERVICES ("Amendment No. 1") by and between the CITY OF BELL COMMUNITY HOUSING AUTHORITY, a municipal corporation ("City") and VALLEYCREST LANDSCAPE MAINTENANCE INC., a Delaware corporation ("Contractor") is effective as of the 10th day of May, 2017.

RECITALS

A. City and Contractor entered into that certain Contract Services Agreement dated May 28, 2014 ("Agreement") whereby Contractor agreed to provide landscaping services for the City.

B. Pursuant to section 3.5 of the Agreement and Section I of Exhibit D attached thereto, the term of the Agreement is for three (3) years and set to expire on May 28, 2017.

C. The total maximum compensation due to Contractor under the Agreement between May 28, 2014, and May 28, 2017 is $127,008.00.

D. Pursuant to section 3.5 of the Agreement and Section I of Exhibit D thereto, the City may, in its sole and absolute discretion, extend the term for up to two (2) additional one-year periods so long as funds have been appropriated for the services provided in the Agreement.

E. With Amendment No. 1, the City Council desires to extend the term of the Agreement an additional 13 months ending June 30, 2018, to coincide with the end of the 2017-2018 fiscal year.

F. With Amendment No. 1, the total maximum compensation due to Contractor under the Agreement, as amended, will increase by $45,864.00, from $127,008.00 to $172,872.00.

G. Amendment No. 1 will also amend the Agreement to reflect that Contractor has changed its name from ValleyCrest Landscape Maintenance, Inc. to BrightView Landscapes, LLC.

H. Amendment No. 1 will also formally designate the Housing Manager as the Contract Officer.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
a. All references to the name “ValleyCrest Landscape Maintenance Inc.,” in the Agreement are hereby amended and shall be replaced with the name “Brightview Landscapes LLC.”

b. Section 2.1, “Contract Sum”, of the Agreement is hereby amended and shall now read as follows:

“2.1 **Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay the Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Seventy Two Thousand Eight Hundred Seventy Two Dollars and No Cents ($172,872.00)** (the “Contract Sum”), (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

c. Section 4.3 of the Agreement is hereby amended and shall now read as follows:

“4.3 **Contract Officer.**

The Contract Officer shall be the **Housing Manager** or such other individual as may be designated by the Executive Director. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Executive Director, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.”

d. Section II of Exhibit “C” of the Agreement is hereby amended and shall now read as follows:

“II. Within the budgeted amounts for each Location, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum of **One Hundred Seventy Two Thousand Eight Hundred Seventy Two Dollars and No Cents ($172,872.00)** is not exceeded per Section 2.1, or the annual budget does not exceed Forty Two Thousand Three Hundred Thirty Six Dollars and No Cents ($42,336.00), unless Additional Services are approved per Section 1.10.”

e. Section IV of Exhibit “C” of the Agreement is hereby amended and shall now read as follows:

“IV. Unless Additional Services are approved per Section 1.10, the total compensation for the Services shall not exceed the Contract Sum of **One Hundred Seventy Two Thousand Eight Hundred Seventy Two Dollars and No Cents ($172,872.00)**, as provided in Section 2.1
of this Agreement, and the annual compensation shall not exceed Forty Two Thousand Three Hundred Thirty Six Dollars and No Cents ($42,336.00) per year.”

f. Section I of Exhibit D of the Agreement is hereby amended and shall now read as follows:

“I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2018 (the “Term”). The City may, in its sole and absolute discretion, extend the Term for one (1) additional year thereafter so long as funds have been appropriated for the Services under this Agreement.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF BELL COMMUNITY HOUSING AUTHORITY

Fidencio Joel Gallardo
Chairperson

ATTEST:

Angela Bustamante
Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Alshire
General Counsel

CONTRACTOR:

BRIGHTVIEW LANDSCAPES, LLC

By:

Name: Adrian Brown
Title: Vice President

By:

Name: David L. Hanson
Title: Senior Vice President

NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 7/17/2017 before me, Catherine Cooper, Notary Public
personally appeared Adam Budniak

Name(s) 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 California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ___________________________ Document Date: ___________________________
Number of Pages: ______ Signer(s) Other Than Named Above: _______________________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ___________________________ Signer’s Name: ___________________________
☐ Corporate Officer — Title(s): ___________________________ ☐ Corporate Officer — Title(s): ___________________________
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: ___________________________ ☐ Other: ___________________________
Signer Is Representing: ___________________________ Signer Is Representing: ___________________________

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Los Angeles
On 7/17/17 before me, Catherine Cooper, Name and Title of the Officer
personally appeared David Hansen, Name(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: ____________________________ Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________ Document Date: __________________________
Number of Pages: ________ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: __________________________
□ Corporate Officer — Title(s): __________________________
□ Partner — ☐ Limited ☐ General
□ Individual ☐ Limited ☐ General
□ Trustee ☐ Attorney in Fact
□ Guardian or Conservator
□ Other: __________________________

Signer Is Representing: __________________________

Signer’s Name: __________________________
□ Corporate Officer — Title(s): __________________________
□ Partner — ☐ Limited ☐ General
□ Individual ☐ Limited ☐ General
□ Trustee ☐ Attorney in Fact
□ Guardian or Conservator
□ Other: __________________________

Signer Is Representing: __________________________
## Certificate of Liability Insurance

**Certification Information**

**Date:** 09/22/2016

**Producer:**

Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

**Insurer(s) Affording Coverage**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Illinois Union Insurance Company</td>
<td>27960</td>
</tr>
<tr>
<td>ACE American Insurance Company</td>
<td>22667</td>
</tr>
<tr>
<td>American Guarantee &amp; Liability Ins Co</td>
<td>26247</td>
</tr>
</tbody>
</table>

### Coverages

**Certificate Number:** 570063737358

**Revision Number:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<thead>
<tr>
<th>LI #</th>
<th>Type of Insurance</th>
<th>Endorsement</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
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<tr>
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<td>Commercial General Liability</td>
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<td>XSLG245358291</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>Each Occurrence $1,000,000, Premises (Any occurrence) $1,000,000, Med Exp (Any one person) $10,000, Personal &amp; Adv Injury $1,000,000, General Aggregate $4,000,000, Products Comp-Op Agg $4,000,000</td>
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<td>Automobile Liability</td>
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<td>10/01/2017</td>
<td>Combined Single Limit (Per occurrence) $2,000,000</td>
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<td>C</td>
<td>Umbrella Liability</td>
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<td>AUC508596812</td>
<td>10/01/2016</td>
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<td>Each Occurrence $3,000,000, Aggregate $3,000,000</td>
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<td>B</td>
<td>Workers Compensation and Employers' Liability</td>
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<td>C47862425</td>
<td>10/01/2016</td>
<td>10/01/2017</td>
<td>State Law (Per Statute) &amp; Other (Per Occurrence) $2,000,000, E.L. Each Accident $2,000,000, E.L. Disease-Ea Employee $2,000,000, E.L. Disease-Policy Limit $2,000,000</td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles

328100010 Bell Community Housing Authority, 6330 Pine A

### Certificate Holder

City of Bell
6330 Pine Ave
Bell CA 90201 USA

**Authorized Representative:**

Aon Risk Services Northeast, Inc.

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**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

<table>
<thead>
<tr>
<th>Named Insured</th>
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<tbody>
<tr>
<td>BrightView Landscapes, LLC</td>
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<tbody>
<tr>
<td>XSL</td>
<td>G24558241 001</td>
<td>10/1/16 to 10/1/17</td>
<td>10/1/2016</td>
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</tbody>
</table>

Issued By (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This Endorsement modifies insurance provided under the following:

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.</td>
<td>All locations where you perform work for such additional insured pursuant to any such written contract.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

__________________________
Authorized Representative
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

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ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

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Issued By (Name of Insurance Company)

ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required by written contract executed prior to the date of loss.

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

JOHN J. LUPICA, President

Authorized Representative
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

JOHN J. LUPICA, President
Authorized Agent
ADDITIONAL INSURED – 
DESIGNATED PERSONS OR ORGANIZATIONS

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<th>Policy Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
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<tr>
<td></td>
<td>H09033877</td>
<td>10/1/16 to 10/1/17</td>
<td>10/1/2016</td>
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Issued By (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:

1. You.
2. Any of your “employees” or agents.
3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

JOHN J. LUPICA, President
Authorized Representative
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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</table>

Issued By (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

JOHN J. LUPICA, President
Authorized Representative

DA-13115a (06/14)
CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
   Name of person or organization:

2. (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:

JOHN J. LUPICA, President
Authorized Agent
NAMED INSURED ENDORSEMENT

Named Insured
BrightView Landscapes, LLC

Endorsement Number

Policy Symbol Policy Number Policy Period Effective Date of Endorsement
XSL G24558241 001 10/1/16 to 10/1/17 10/1/2016

Issued By (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EXCESS COMMERCIAL GENERAL LIABILITY POLICY

It is agreed that the Named Insured is amended to read as follows:

BrightView Landscapes, LLC (f.k.a The Brickman Group Ltd. LLC)
BrightView Landscape Services, Inc. (f.k.a. ValleyCrest Landscape Maintenance, Inc.)
BrightView Tree Care Services, Inc. (f.k.a. ValleyCrest Tree Care Services, Inc.)
BrightView Golf Course Maintenance, Inc. (f.k.a. ValleyCrest Golf Course Maintenance, Inc.)
BrightView Enterprise Solutions, LLC (f.k.a. Brickman Facility Solutions)
BrightView Companies, LLC (ValleyCrest Companies, LLC)
BrightView Chargers, Inc. (f.k.a Brickman Charges, Inc.)

Authorized Agent
SCHEDULE OF NAMED INSURED

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BrightView Landscapes, LLC</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Symbol</th>
<th>Policy Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
</tr>
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<tbody>
<tr>
<td>ISA</td>
<td>H09033877</td>
<td>10/1/16 to 10/1/17</td>
<td>10/1/2016</td>
</tr>
</tbody>
</table>

Issued By (Name of Insurance Company)

ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:
BrightView Landscapes, LLC (f.k.a The Brickman Group Ltd. LLC)
BrightView Landscape Services, Inc. (f.k.a. ValleyCrest Landscape Maintenance, Inc.)
BrightView Landscape Development, Inc. (f.k.a. ValleyCrest Landscape Development, Inc.)
BrightView Tree Care Services, Inc. (f.k.a. ValleyCrest Tree Care Services, Inc.)
BrightView Golf Course Maintenance, Inc. (f.k.a. ValleyCrest Golf Course Maintenance, Inc.)
BrightView Design Group (f.k.a. ValleyCrest Design Group)
BrightView Enterprise Solutions, LLC (f.k.a. Brickman Facility Solutions)
BrightView Companies, LLC (ValleyCrest Companies, LLC)
BrightView Chargers, Inc. (f.k.a Brickman Charges, Inc.)
Western Landscape Construction

Named Insured includes First Named Insured; other entities to be covered as of inception and any organization other than a partnership or joint venture, and over which you currently maintain ownership or majority interest, provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

a) There is no other similar insurance available to that organization; and

b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.

Authorized Representative

DA-131119a (06/14)