

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended December 31, 2023

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number: 001-38579

BrightView Holdings, Inc.

(Exact name of Registrant as specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

46-4190788

(I.R.S. Employer
Identification No.)

980 Jolly Road

Blue Bell, Pennsylvania

(Address of principal executive offices)

19422

(Zip Code)

Registrant's telephone number, including area code: (484) 567-7204

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of exchange on which registered
Common Stock, Par Value \$0.01 Per Share	BV	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of Registrant's Common Stock outstanding as of January 31, 2024 was 94,400,000.

Table of Contents

Table of Contents

	Page
PART I.	
FINANCIAL INFORMATION	5
Item 1. <u>Financial Statements (Unaudited)</u>	5
<u>Consolidated Balance Sheets</u>	5
<u>Consolidated Statements of Operations</u>	6
<u>Consolidated Statements of Comprehensive Income (Loss)</u>	7
<u>Consolidated Statements of Stockholders' Equity</u>	8
<u>Consolidated Statements of Cash Flows</u>	9
<u>Notes to Unaudited Consolidated Financial Statements</u>	10
Item 2. <u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	23
Item 3. <u>Quantitative and Qualitative Disclosures About Market Risk</u>	35
Item 4. <u>Controls and Procedures</u>	35
PART II.	
OTHER INFORMATION	36
Item 1. <u>Legal Proceedings</u>	36
Item 1A. <u>Risk Factors</u>	36
Item 2. <u>Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities</u>	36
Item 3. <u>Defaults Upon Senior Securities</u>	36
Item 4. <u>Mine Safety Disclosures</u>	36
Item 5. <u>Other Information</u>	36
Item 6. <u>Exhibits</u>	37
<u>Signatures</u>	

Table of Contents

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this “Form 10-Q”) contains “forward-looking statements” within the meaning of the safe harbor provision of the U.S. Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which are subject to the “safe harbor” created by those sections. All statements, other than statements of historical facts included in this Form 10-Q, including statements concerning our plans, objectives, goals, beliefs, business strategies, future events, business conditions, results of operations, financial position, business outlook, business trends and other information, may be forward-looking statements.

Words such as “believes,” “expects,” “may,” “will,” “should,” “seeks,” “intends,” “plans,” “estimates,” “continues,” or “anticipates,” and variations of such words or similar expressions are intended to identify forward-looking statements. The forward-looking statements are not historical facts, or guarantees of future performance and are based upon our current expectations, beliefs, estimates and projections, and various assumptions, many of which, by their nature, are inherently uncertain and beyond our control. Our expectations, beliefs, and projections are expressed in good faith, and we believe there is a reasonable basis for them. However, there can be no assurance that management’s expectations, beliefs and projections will result or be achieved, and actual results may vary materially from what is expressed in or indicated by the forward-looking statements.

There are a number of risks, uncertainties and other important factors, many of which are beyond our control, that could cause our actual results to differ materially from the forward-looking statements contained in this Form 10-Q. Such risks, uncertainties and other important factors that could cause actual results to differ include, among others, the risks, uncertainties and factors set forth under the headings “Business”, “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our filings with the U.S. Securities and Exchange Commission and elsewhere in this Form 10-Q. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. Some of the key factors that could cause actual results to differ from our expectations include risks related to:

- general business, financial market and economic conditions;
- increases in raw material costs, fuel prices, wages and other operating costs, and changes in our ability to source adequate supplies and materials in a timely manner;
- competitive industry pressures;
- the failure to retain current customers, renew existing customer contracts and obtain new customer contracts;
- the failure to enter into profitable contracts, or maintaining customer contracts that are unprofitable;
- a determination by customers to reduce their outsourcing or use of preferred vendors;
- the dispersed nature of our operating structure;
- our ability to implement our business strategies and achieve our growth objectives;
- the possibility that the anticipated benefits from our business acquisitions will not be realized in full or at all or may take longer to realize than expected;
- the possibility that costs or difficulties related to the integration of acquired businesses’ operations will be greater than expected and the possibility that integration efforts will disrupt our business and strain management time and resources;
- the seasonal nature of our landscape maintenance services;
- our dependence on weather conditions and the impact of severe weather and climate change on our business;
- any failure to accurately estimate the overall risk, requirements, or costs when we bid on or negotiate contracts that are ultimately awarded to us;
- the conditions and periodic fluctuations of real estate markets, including residential and commercial construction;
- the level, timing and location of snowfall;
- our ability to retain or hire our executive management and other key personnel;
- our ability to attract and retain field and hourly employees, trained workers, and third-party contractors and seasonal workers;
- any failure to properly verify employment eligibility of our employees;

Table of Contents

- subcontractors taking actions that harm our business;
- our recognition of future impairment charges;
- laws and governmental regulations, including those relating to employees, wage and hour, immigration, human health and safety and transportation;
- environmental, health and safety laws and regulations, including regulatory costs, claims and litigation related to the use of chemicals and pesticides by employees and related third-party claims;
- the distraction and impact caused by litigation, of adverse litigation judgments and settlements resulting from legal proceedings;
- tax increases and changes in tax rules;
- increase in on-job accidents involving employees;
- any failure, inadequacy, interruption, security failure or breach of our information technology systems;
- compliance with data privacy regulations;
- our ability to adequately protect our intellectual property;
- our substantial indebtedness;
- increases in interest rates governing our variable rate indebtedness increasing the cost of servicing our substantial indebtedness;
- risks related to counterparty credit worthiness or non-performance of the derivative financial instruments we utilize;
- restrictions imposed by our debt agreements that limit our flexibility in operating our business;
- our ability to generate sufficient cash flow to satisfy our significant debt service obligations;
- our ability to obtain additional financing to fund future working capital, capital expenditures, investments or acquisitions, or other general corporate requirements;
- any future sales, or the perception of future sales, by us or our affiliates, which could cause the market price for our common stock to decline;
- the ability of KKR BrightView Aggregator L.P., Birch-OR Equity Holdings, LLC and Birch Equity Holdings, LP, which collectively hold approximately 71% of our shares as of December 31, 2023, to exert significant influence over us;
- the fact that the holders of our Series A Preferred Stock may have different interests from and vote their shares in a manner deemed adverse to, holders of our common stock;
- the dividend, liquidation, and redemption rights of the holders of our Series A Preferred Stock;
- occurrence of natural disasters, terrorist attacks, or other external events;
- occurrence of a pandemic, epidemic or other public health emergency;
- heightened inflation, geopolitical conflicts, recession, financial market disruptions and other economic conditions;
- our ability to meet our environmental, social and governance (“ESG”) goals and targets and the possibility that complying with ESG standards and meeting our goals may be significantly more costly than anticipated; and
- costs and requirements imposed as a result of maintaining compliance with the requirements of being a public company.

We caution you that the risks, uncertainties, and other factors referenced above may not contain all of the risks, uncertainties and other factors that are important to you. In addition, we cannot assure you that we will realize the results, benefits, or developments that we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our business in the way expected. We undertake no obligation to publicly update or revise any forward-looking statements to reflect subsequent events or circumstances, any change in assumptions, beliefs or expectations or any change in circumstances upon which any such forward-looking statements are based, except as required by law.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

BrightView Holdings, Inc.
Consolidated Balance Sheets
(Unaudited)
(In millions, except par value and share data)

	December 31, 2023	September 30, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 64.5	\$ 67.0
Accounts receivable, net	418.9	442.3
Unbilled revenue	107.8	143.5
Other current assets	99.7	89.3
Total current assets	690.9	742.1
Property and equipment, net	302.8	315.2
Intangible assets, net	122.1	132.3
Goodwill	2,021.5	2,021.4
Operating lease assets	86.0	86.1
Other assets	40.2	55.1
Total assets	<u>\$ 3,263.5</u>	<u>\$ 3,352.2</u>
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 120.2	\$ 136.2
Deferred revenue	90.9	68.2
Current portion of self-insurance reserves	53.4	54.8
Accrued expenses and other current liabilities	129.5	180.2
Current portion of operating lease liabilities	27.2	27.3
Total current liabilities	421.2	466.7
Long-term debt, net	879.8	888.1
Deferred tax liabilities	41.0	51.1
Self-insurance reserves	108.1	105.1
Long-term operating lease liabilities	65.2	65.1
Other liabilities	33.0	34.6
Total liabilities	1,548.3	1,610.7
Mezzanine equity:		
Series A convertible preferred shares, \$0.01 par value, 7% cumulative dividends; 500,000 shares issued and outstanding as of December 31, 2023 and September 30, 2023, aggregate liquidation preference of \$512.0 and \$503.2 as of December 31, 2023 and September 30, 2023, respectively	507.1	498.2
Stockholders' equity:		
Preferred stock, \$0.01 par value; 50,000,000 shares authorized; no shares issued or outstanding as of December 31, 2023 and September 30, 2023	—	—
Common stock, \$0.01 par value; 500,000,000 shares authorized; 107,800,000 and 106,600,000 shares issued and 94,400,000 and 93,600,000 shares outstanding as of December 31, 2023 and September 30, 2023, respectively	1.1	1.1
Treasury stock, at cost; 13,400,000 and 13,000,000 shares as of December 31, 2023 and September 30, 2023, respectively	(172.9)	(170.4)
Additional paid-in capital	1,527.4	1,530.8
Accumulated deficit	(151.7)	(135.3)
Accumulated other comprehensive income	4.2	17.1
Total stockholders' equity	1,208.1	1,243.3
Total liabilities, mezzanine equity and stockholders' equity	<u>\$ 3,263.5</u>	<u>\$ 3,352.2</u>

The accompanying notes are an integral part of these unaudited consolidated financial statements.

BrightView Holdings, Inc.
Consolidated Statements of Operations
(Unaudited)
(In millions, except per share data)

	Three Months Ended December 31,	
	2023	2022
Net service revenues	\$ 626.7	\$ 655.9
Cost of services provided	492.9	508.3
Gross profit	133.8	147.6
Selling, general and administrative expense	129.9	137.6
Amortization expense	10.1	11.9
(Loss) income from operations	(6.2)	(1.9)
Other (income)	(1.2)	(0.7)
Interest expense	17.1	23.2
(Loss) before income taxes	(22.1)	(24.4)
Income tax (benefit)	(5.7)	(5.5)
Net (loss)	\$ (16.4)	\$ (18.9)
Less: dividends on Series A convertible preferred shares	8.9	-
Net (loss) attributable to common stockholders	\$ (25.3)	\$ (18.9)
(Loss) per share:		
Basic and diluted (loss) per share	\$ (0.27)	\$ (0.20)

The accompanying notes are an integral part of these unaudited consolidated financial statements.

BrightView Holdings, Inc.
Consolidated Statements of Comprehensive (Loss)
(Unaudited)
(In millions)

	Three Months Ended December 31,	
	2023	2022
Net (loss)	\$ (16.4)	\$ (18.9)
Net derivative losses and other costs arising during the period, net of tax (benefit) of \$(3.8) and \$0.0 ⁽¹⁾	(10.6)	—
Reclassification of (gains) into net (loss), net of tax (expense) of \$(0.6) and \$(0.6), respectively	(2.3)	(2.4)
Other comprehensive (loss)	(12.9)	(2.4)
Comprehensive (loss)	<u>\$ (29.3)</u>	<u>\$ (21.3)</u>

⁽¹⁾ Other costs include the effects of foreign currency translation adjustments which were immaterial during the periods presented.

The accompanying notes are an integral part of these unaudited consolidated financial statements.

BrightView Holdings, Inc.
Consolidated Statements of Changes in Stockholders' Equity
Three Months ended December 31, 2023 and 2022
(Unaudited)
(In millions)

	Stockholders' Equity							Mezzanine Equity	
	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Stockholders' Equity	Preferred Shares	Amount
	Shares	Amount							
Balance, September 30, 2023	106.6	\$ 1.1	\$ 1,530.8	\$ (135.3)	\$ 17.1	\$ (170.4)	\$ 1,243.3	0.5	\$ 498.2
Net (loss)	—	—	—	(16.4)	—	—	(16.4)	—	—
Other comprehensive (loss), net of tax	—	—	—	—	(12.9)	—	(12.9)	—	—
Capital contributions and issuance of common stock	1.2	—	0.4	—	—	—	0.4	—	—
Equity-based compensation	—	—	5.1	—	—	—	5.1	—	—
Repurchase of common stock and distributions	—	—	—	—	—	(2.5)	(2.5)	—	—
Series A Preferred Stock dividends	—	—	(8.9)	—	—	—	(8.9)	—	8.9
Balance, December 31, 2023	107.8	\$ 1.1	\$ 1,527.4	\$ (151.7)	\$ 4.2	\$ (172.9)	\$ 1,208.1	0.5	\$ 507.1

	Stockholders' Equity							Mezzanine Equity	
	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Stockholders' Equity	Preferred Shares	Amount
	Shares	Amount							
Balance, September 30, 2022	105.7	\$ 1.1	\$ 1,509.5	\$ (127.6)	\$ 2.0	\$ (168.2)	\$ 1,216.8	-	\$ -
Net (loss)	—	—	—	(18.9)	—	—	(18.9)	—	—
Other comprehensive (loss), net of tax	—	—	—	—	(2.4)	—	(2.4)	—	—
Capital contributions and issuance of common stock	0.7	—	1.4	—	—	—	1.4	—	—
Equity-based compensation	—	—	5.6	—	—	—	5.6	—	—
Repurchase of common stock and distributions	—	—	—	—	—	(1.2)	(1.2)	—	—
Balance, December 31, 2022	106.4	\$ 1.1	\$ 1,516.5	\$ (146.5)	\$ (0.4)	\$ (169.4)	\$ 1,201.3	-	\$ -

The accompanying notes are an integral part of these unaudited consolidated financial statements.

BrightView Holdings, Inc.
Consolidated Statements of Cash Flows
(Unaudited)
(In millions)

	Three Months Ended December 31,	
	2023	2022
Cash flows from operating activities:		
Net (loss)	\$ (16.4)	\$ (18.9)
Adjustments to reconcile net (loss) to net cash provided (used) by operating activities:		
Depreciation	25.6	27.1
Amortization of intangible assets	10.1	11.9
Amortization of financing costs and original issue discount	0.7	0.9
Deferred taxes	(6.7)	(8.3)
Equity-based compensation	5.1	5.6
Realized (gain) on hedges	(2.9)	(3.0)
Other non-cash activities	1.9	0.6
Change in operating assets and liabilities:		
Accounts receivable	21.0	(15.6)
Unbilled and deferred revenue	58.4	23.7
Other operating assets	(9.9)	(5.8)
Accounts payable and other operating liabilities	(60.7)	(47.8)
Net cash provided (used) by operating activities	26.2	(29.6)
Cash flows from investing activities:		
Purchase of property and equipment	(10.1)	(27.2)
Proceeds from sale of property and equipment	1.2	1.4
Business acquisitions, net of cash acquired	—	(10.0)
Other investing activities	0.3	0.8
Net cash (used) by investing activities	(8.6)	(35.0)
Cash flows from financing activities:		
Repayments of finance lease obligations	(7.5)	(8.7)
Repayments of term loan	—	(3.0)
Repayments of receivables financing agreement	(9.5)	(114.0)
Proceeds from receivables financing agreement, net of issuance costs	0.5	171.0
Proceeds from revolving credit facility	—	24.0
Debt issuance and prepayment costs	(0.4)	—
Proceeds from issuance of common stock, net of share issuance costs	0.2	0.3
Repurchase of common stock and distributions	(2.5)	(1.2)
Contingent business acquisition payments	(1.0)	(1.6)
Other financing activities	0.1	0.1
Net cash (used) provided by financing activities	(20.1)	66.9
Net change in cash and cash equivalents	(2.5)	2.3
Cash and cash equivalents, beginning of period	67.0	20.1
Cash and cash equivalents, end of period	\$ 64.5	\$ 22.4
Supplemental Cash Flow Information:		
Cash (received) paid for income taxes, net	\$ (0.2)	\$ —
Cash paid for interest	\$ 18.0	\$ 21.7
Non-cash Series A Preferred Stock dividends	\$ 8.9	\$ —

The accompanying notes are an integral part of these unaudited consolidated financial statements.

BrightView Holdings, Inc.
Notes to Consolidated Financial Statements
(Unaudited)
(In millions, except per share and share data)

1. Business

BrightView Holdings, Inc. (the “Company” and, collectively with its consolidated subsidiaries, “BrightView”) provides landscape maintenance and enhancements, landscape development, snow removal and other landscape related services for commercial customers throughout the United States. BrightView is aligned into two reportable segments: Maintenance Services and Development Services. Prior to its initial public offering completed in July 2018 (the “IPO”), the Company was a wholly-owned subsidiary of BrightView Parent L.P. (“Parent”), an affiliate of KKR & Co. Inc. (“KKR”). The Parent and Company were formed through a series of transactions entered into by KKR to acquire the Company on December 18, 2013 (the “KKR Acquisition”). The Parent was dissolved in August 2018 following the IPO.

Basis of Presentation

These consolidated financial statements have been prepared by the Company in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for interim reporting and are unaudited.

In the opinion of management, the accompanying unaudited consolidated financial statements include all adjustments, including normal, recurring accruals that are necessary for a fair presentation of the Company’s operations for the periods presented in conformity with GAAP. All intercompany activity and balances have been eliminated from the consolidated financial statements. The consolidated results of operations for the interim periods presented are not necessarily indicative of results for the full year.

The Consolidated Balance Sheet as of September 30, 2023, presented herein, has been derived from the Company’s audited consolidated financial statements as of and for the fiscal year ended September 30, 2023, but does not include all disclosures required by GAAP, for annual financial statements. For a more complete discussion of the Company’s accounting policies and certain other information refer to the audited consolidated financial statements and the notes thereto included in the Company’s annual report on Form 10-K for the fiscal year ended September 30, 2023, filed with the Securities and Exchange Commission (“SEC”).

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the period. On an ongoing basis, management reviews its estimates, including those related to allowances for doubtful accounts, revenue recognition, self-insurance reserves, estimates related to the Company’s assessment of goodwill for impairment, useful lives for depreciation and amortization, realizability of deferred tax assets, and litigation based on currently available information. Changes in facts and circumstances may result in revised estimates and actual results may differ from estimates.

2. Recent Accounting Pronouncements

Reference Rate Reform

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* which provides optional expedients and exceptions for the accounting for contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. This guidance is effective for the Company upon issuance through December 31, 2022. The guidance in ASU 2020-04 is optional and may be elected over time as reference rate reform activities occur. In January 2021, the FASB issued ASU 2021-01 to clarify the scope of certain optional expedients for derivatives that are affected by the discounting transition. In December 2022, the FASB issued ASU 2022-06 to defer the sunset date of Topic 848 from December 31, 2022, to December 31, 2024, after which entities will no longer be permitted to apply the relief in Topic 848. As of December 31, 2023, the Company was not party to any contracts, hedging relationships, or other transactions affected by reference rate reform.

Segment Reporting

¹ As defined by the National Oceanic Atmospheric Administration, U.S. Department of Commerce (“NOAA”) for the Company’s footprint during the respective three-month periods

Table of Contents

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. The ASU expands public entities' segment disclosures by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items, and interim disclosures of a reportable segment's profit or loss and assets. The purpose of the guidance is to enable investors to better understand an entity's overall performance and assess potential future cash flows. The amendment is effective for fiscal years beginning after December 15, 2023 and interim periods beginning after December 15, 2024. The Company is in the process of evaluating the impact of ASU No. 2023-07 on its consolidated financial statements.

Income Taxes

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. The ASU expands public entities tax disclosures including improving disclosures surrounding the company's rate reconciliation, cash taxes paid, and disaggregation of income tax expense (or benefit) from continuing operations. The amendment is effective for annual periods beginning after December 15, 2024. The Company is in the process of evaluating the impact of ASU No. 2023-09 on its consolidated financial statements.

3. Revenue

The Company's revenue is generated from Maintenance Services and Development Services. The Company generally recognizes revenue from the sale of services as the services are performed, typically ratably over the term of the contract(s), which the Company believes to be the best measure of progress. The Company recognizes revenues as it transfers control of products and services to its customers. The Company recognizes revenue in an amount reflecting the total consideration it expects to receive from the customer. Revenue is recognized according to the following five step model: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenues when a performance obligation is satisfied. The Company determined that for contracts containing multiple performance obligations, stand-alone selling price is readily determinable for each performance obligation and therefore allocation of the transaction price to multiple performance obligations is not necessary. The transaction price will include estimates of variable consideration, such as returns and provisions for doubtful accounts and sales incentives, to the extent it is probable that a significant reversal of revenue recognized will not occur. In all cases, when a sale is recorded by the Company, no significant uncertainty exists surrounding the purchaser's obligation to pay.

Maintenance Services

The Company's Maintenance Services revenues are generated primarily through landscape maintenance services and snow removal services. Landscape maintenance services that are primarily viewed as non-discretionary, such as lawn care, mowing, gardening, mulching, leaf removal, irrigation and tree care, are provided under recurring annual contracts, which typically range from one to three years in duration and are generally cancellable by the customer with 30-90 days' notice. Snow removal services are provided on either fixed fee based contracts or per occurrence contracts. Both landscape maintenance services and snow removal services can also include enhancement services that represent supplemental maintenance or improvement services generally provided under contracts of short duration related to specific services. Revenue for landscape maintenance and snow removal services under fixed fee models is recognized over time using an output based method. Additionally, a portion of the Company's recurring fixed fee landscape maintenance and snow removal services are recorded under the series guidance. The right to invoice practical expedient is generally applied to revenue related to landscape maintenance and snow removal services performed in relation to per occurrence contracts as well as enhancement services. When use of the practical expedient is not appropriate for these contracts, revenue is recognized using a cost-to-cost input method. Fees for contracted landscape maintenance services are typically billed on an equal monthly basis. Fees for fixed fee snow removal services are typically billed on an equal monthly basis during snow season, while fees for time and material or other activity-based snow removal services are typically billed as the services are performed. Fees for enhancement services are typically billed as the services are performed.

Development Services

Development Services revenues are generated primarily through landscape architecture and development services. These revenues are primarily recognized over time using the cost-to-cost input method, measured by the percentage of cost incurred to date to the estimated total cost for each contract, which we believe to be the best measure of progress. The full amount of anticipated losses on contracts is recorded as soon as such losses can be estimated. These losses are immaterial to current and historical operations. Changes in job performance, job conditions, and estimated profitability, including final contract settlements, may result in revisions to costs and revenue and are recognized in the period in which the revisions are determined.

Table of Contents

Disaggregation of revenue

The following table presents the Company's reportable segment revenues, disaggregated by revenue type. The Company disaggregates revenue from contracts with customers into major services lines. The Company has determined that disaggregating revenue into these categories depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. As noted in the business segment reporting information in Note 12 "Segments", the Company's reportable segments are Maintenance Services and Development Services.

	Three Months Ended December 31,	
	2023	2022
Landscape Maintenance	\$ 402.6	\$ 421.4
Snow Removal	39.7	61.8
Maintenance Services	442.3	483.2
Development Services	185.4	174.4
Eliminations	(1.0)	(1.7)
Net service revenues	<u>\$ 626.7</u>	<u>\$ 655.9</u>

Remaining Performance Obligations

Remaining performance obligations represent the estimated revenue expected to be recognized in the future related to performance obligations which are fully or partially unsatisfied at the end of the period.

As of December 31, 2023, the estimated future revenues for remaining performance obligations that are part of a contract that has an original expected duration of greater than one year was approximately \$490.7. The Company expects to recognize revenue on 53% of the remaining performance obligations over the next 12 months and an additional 47% over the 12 months thereafter.

Contract Assets and Liabilities

When a contract results in revenue being recognized in excess of the amount the Company has invoiced or has the right to invoice to the customer, a contract asset is recognized. Contract assets are transferred to Accounts receivable, net when the rights to the consideration become unconditional. Contract assets are presented as Unbilled revenue on the Consolidated Balance Sheets.

There were \$49.0 of amounts billed during the period and \$13.3 of additions to our unbilled revenue balance during the twelve month period ended December 31, 2023.

Contract liabilities consist of payments received from customers, or such consideration that is contractually due, in advance of providing the product or performing services such that control has not passed to the customer. Contract liabilities are presented as Deferred revenue on the Consolidated Balance Sheets.

Changes in Deferred revenue for the three month period ended December 31, 2023 were as follows:

	Deferred Revenue
Balance, September 30, 2023	\$ 68.2
Recognition of revenue	(245.5)
Deferral of revenue	268.2
Balance, December 31, 2023	<u>\$ 90.9</u>

Practical Expedients and Exemptions

The Company offers certain interest-free contracts to customers where payments are received over a period not exceeding one year. Additionally, certain Maintenance Services and Development Services customers may pay in advance for services. The Company does not adjust the promised amount of consideration for the effects of these financing components. At contract inception, the period of time between the performance of services and the customer payment is one year or less.

As permitted under the practical expedient available under ASU No. 2014-09, the Company does not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less, (ii) contracts with variable consideration that is allocated entirely to unsatisfied performance obligations or to a wholly unsatisfied promise accounted for under the series guidance and (iii) contracts for which the Company recognizes revenue at the amount which we have the right to invoice for services performed.

Table of Contents

4. Accounts Receivable, net

Accounts receivable of \$418.9 and \$442.3, is net of an allowance for doubtful accounts of \$7.6 and \$5.1 and includes amounts of retention on incomplete projects to be completed within one year of \$63.2 and \$58.7 at December 31, 2023 and September 30, 2023, respectively.

5. Property and Equipment, net

Property and equipment, net consists of the following:

	Useful Life	December 31, 2023	September 30, 2023
Land	—	\$ 44.7	\$ 44.7
Buildings and leasehold improvements	2-40 yrs.	46.1	45.6
Operating equipment	2-7 yrs.	341.7	338.8
Transportation vehicles	3-7 yrs.	347.5	351.9
Office equipment and software	3-10 yrs.	71.0	68.7
Construction in progress	—	7.9	7.7
Property and equipment		858.9	857.4
Less: Accumulated depreciation		556.1	542.2
Property and equipment, net		\$ 302.8	\$ 315.2

Construction in progress includes costs incurred for software and other assets that have not yet been placed in service. Depreciation expense related to property and equipment was \$25.6 and \$27.1 for the three months ended December 31, 2023 and 2022, respectively.

6. Intangible Assets, Goodwill and Acquisitions

Intangible Assets

Identifiable intangible assets consist of acquired customer contracts and relationships, trademarks and non-compete agreements. Amortization expense related to intangible assets was \$10.1 and \$11.9 for the three months ended December 31, 2023 and 2022, respectively. These assets are amortized over their estimated useful lives of which the reasonableness is continually evaluated by the Company. The weighted average amortization periods of intangible assets acquired during the Three Months Ended December 31, 2022 was seven years.

Intangible assets as of December 31, 2023 and September 30, 2023 consisted of the following:

		December 31, 2023		September 30, 2023	
	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer relationships	6-21 yrs.	\$ 725.5	\$ (604.2)	\$ 725.5	\$ (594.1)
Trademarks	12 yrs.	3.8	(3.0)	3.8	(2.9)
Total intangible assets		\$ 732.0	\$ (609.9)	\$ 732.0	\$ (599.7)

Goodwill

The following is a summary of the goodwill activity for the periods ended September 30, 2023 and December 31, 2023:

	Maintenance Services	Development Services	Total
Balance, September 30, 2022	\$ 1,792.7	\$ 216.1	\$ 2,008.8
Acquisitions ⁽¹⁾	10.7	1.9	12.6
Balance, September 30, 2023	\$ 1,803.4	\$ 218.0	\$ 2,021.4
Acquisitions ⁽¹⁾	0.1	—	0.1
Balance, December 31, 2023	\$ 1,803.5	\$ 218.0	\$ 2,021.5

⁽¹⁾ The acquisitions adjustment includes the immaterial impact of foreign currency adjustments during the period.

Table of Contents

Acquisitions

During the three months ended December 31, 2022, the Company acquired, through a series of separate transactions, 100% of the operations of two unrelated companies, both of which were allocated to Maintenance Services. The Company paid approximately \$10.0 in aggregate consideration for the acquisitions, net of cash acquired. The Company accounted for the business combinations under the acquisition method and, accordingly, recorded the assets acquired and liabilities assumed at their estimated fair market values based on management's preliminary estimates, with the excess allocated to goodwill. The purchase accounting related to these acquisitions was finalized within one year from each acquisition date. As a result of the final purchase accounting, certain of the fair value amounts previously estimated were adjusted during the measurement period. The fair values were primarily estimated using Level 3 assumptions within the fair value hierarchy, including estimated future cash flows, discount rates and other factors. The Company continued to refine the valuation data and estimates primarily related to unbilled revenue, property and equipment, intangible assets, net, accounts payable, accrued expenses and other current liabilities and deferred revenue and will finalize the amounts recognized as it obtains the information necessary to complete the analysis, but no later than one year from the acquisition date. The measurement period adjustments were not material to the Consolidated Balance Sheets as of December 31, 2023 and September 30, 2023. The identifiable assets acquired were primarily customer relationship intangible assets of \$2.6. The amount allocated to goodwill is reflective of the benefits the Company expects to realize from anticipated synergies and the acquired assembled workforce. A portion of the goodwill resulting from these acquisitions is deductible for tax purposes.

7. Long-term Debt

Long-term debt consists of the following:

	December 31, 2023	September 30, 2023
Series B term loan	\$ 731.9	\$ 731.7
Receivables financing agreement	154.0	163.0
Financing costs, net	(6.1)	(6.6)
Long-term debt, net	879.8	888.1

First Lien credit facility term loans and Series B Term Loan due 2029

In connection with the KKR Acquisition, the Company and a group of financial institutions entered into a credit agreement (the "Credit Agreement") dated December 18, 2013. The Credit Agreement consisted of seven-year \$1,460.0 term loans ("First Lien Term Loans") and a five-year \$210.0 revolving credit facility. All amounts outstanding under the Credit Agreement were collateralized by substantially all of the assets of the Company.

On April 22, 2022, the Company, entered into Amendment No. 6 to the Credit Agreement (the "Amendment Agreement"). Under the terms of the Amendment Agreement, the existing Credit Agreement was amended to provide for: (i) a \$1,200.0 seven-year term loan (the "Series B Term Loan") and (ii) a \$300.0 five-year revolving credit facility (the "Revolving Credit Facility"). The Series B Term Loan matures on April 22, 2029 and bears interest at a rate per annum of a secured overnight financing rate ("Term SOFR"), plus a margin of either 3.25% or 3.00% or a base rate ("ABR") plus a margin of either 2.25% or 2.00%, subject to SOFR and ABR floors of 0.50% and 1.50%, respectively, with the margin on the Series B Term Loan determined based on the Company's first lien net leverage ratio. The Company used the net proceeds from the Series B Term Loan to repay all amounts outstanding under the Credit Agreement as in effect prior to the Amendment Agreement. An original issue discount of \$12.0 was incurred when the Series B Term Loan was issued and is being amortized using the effective interest method over the life of the debt, resulting in an effective yield of 3.42%. There were no debt repayments for the Series B Term Loan for the three months ended December 31, 2023. Debt repayments for the Series B Term Loan totaled \$3.0 for the three months ended December 31, 2022.

On August 28, 2023, the Company voluntarily repaid \$450.0 of the amount outstanding under the Company's Amendment Agreement.

On August 31, 2023, the Company entered into Amendment No. 7 to the Credit Agreement (the "Credit Agreement Amendment"). The Credit Agreement Amendment (i) amends the definition of "Permitted Holders" to include Birch Equity Holdings, LP, a Delaware limited partnership, Birch-OR Equity Holdings, LLC, a Delaware limited liability company and One Rock Capital Partners, LLC and (ii) provides for a 1.00% prepayment premium for voluntary prepayments made in connection with repricing transactions or amendments made where the primary purpose of which is to decrease the effective yield, and which shall be applicable until six months after entering into the Credit Agreement Amendment.

Table of Contents

Revolving credit facility

The Company has a five-year \$300.0 revolving credit facility (the “Revolving Credit Facility”) that matures on April 22, 2027 and bears interest at a rate per annum of Term SOFR plus a margin ranging from 2.00% to 2.50% or ABR plus a margin ranging from 1.00 to 1.50%, subject to SOFR and ABR floors of 0.00% and 1.00%, respectively, with the margin on the Revolving Credit Facility determined based on the Company’s first lien net leverage ratio. The Revolving Credit Facility replaced the previous \$260.0 revolving credit facility under the Credit Agreement as in effect prior to the Amendment Agreement. During the three months ended December 31, 2023 the Company had no outstanding balance borrowings under the Revolving Credit Facility. There were \$24.0 borrowings under the facility for the three months ended December 31, 2022 of which, none of the balance was repaid during the same period. The Company had \$42.6 of letters of credits issued and outstanding as of December 31, 2023 and September 30, 2023.

Receivables financing agreement

On April 28, 2017, the Company, through a wholly-owned subsidiary, entered into a receivables financing agreement (the “Receivables Financing Agreement”). On June 22, 2022, the Company entered into the Third Amendment to the Receivables Financing Agreement (the “Third Amendment”) which extended the term through June 22, 2025 and increased the borrowing capacity to \$275.0. All amounts outstanding under the Receivables Financing Agreement are collateralized by substantially all of the accounts receivable and unbilled revenue of the Company. During the three months ended December 31, 2023 the Company borrowed \$0.5 against the capacity and voluntarily repaid \$9.5. During the three months ended December 31, 2022 the Company borrowed \$171.0 against the capacity and voluntarily repaid \$114.0.

The following are the scheduled maturities of long-term debt for the remainder of fiscal 2024 and the following five fiscal years and thereafter, which do not include any estimated excess cash flow payments:

2024	\$	—
2025		154.0
2026		—
2027		—
2028		
2029 and thereafter		738.0
Total long-term debt		892.0
Less: Current maturities		—
Less: Original issue discount		6.1
Less: Financing costs		6.1
Total long-term debt, net	\$	879.8

The Company has estimated the fair value of its long-term debt to be approximately \$892.0 and \$900.1 as of December 31, 2023 and September 30, 2023, respectively. Fair value is based on market bid prices around period-end (Level 2 inputs).

8. Fair Value Measurements and Derivative Instruments

Fair value is defined as the price at which an orderly transaction to sell an asset or to transfer a liability would take place between market participants at the measurement date under current market conditions (that is, an exit price at the measurement date from the perspective of a market participant that holds the asset or owes the liability).

Fair Value Hierarchy

The following hierarchy for inputs used in measuring fair value should maximize the use of observable inputs and minimize the use of unobservable inputs by requiring that the most observable inputs be used when available:

- | | |
|---------|---|
| Level 1 | Quoted prices in active markets for identical assets or liabilities that are accessible at the measurement dates. |
| Level 2 | Significant observable inputs that are used by market participants in pricing the asset or liability based on market data obtained from independent sources. |
| Level 3 | Significant unobservable inputs the Company believes market participants would use in pricing the asset or liability based on the best information available. |

Table of Contents

The carrying amounts shown for the Company's cash and cash equivalents, restricted cash, accounts receivable and accounts payable approximate fair value due to the short-term maturity of those instruments. The valuation is based on settlements of similar financial instruments all of which are short-term in nature and are generally settled at or near cost.

Investments held in Rabbi Trust

A non-qualified deferred compensation plan is available to certain executives. Under this plan, participants may elect to defer up to 70% of their compensation. The Company invests the deferrals in participant-selected diversified investments that are held in a Rabbi Trust and which are classified within Other assets on the Consolidated Balance Sheets. The fair value of the investments held in the Rabbi Trust is based on the quoted market prices of the underlying mutual fund investments. These investments are based on the participants' selected investments, which represent the underlying liabilities to the participants in the non-qualified deferred compensation plan. Gains and losses on these investments are included in Other (income) on the Consolidated Statements of Operations.

Derivatives

The Company's objective in entering into derivative transactions is to manage its exposure to interest rate movements associated with its variable rate debt and changes in fuel prices. The Company recognizes derivatives as either assets or liabilities on the balance sheet and measures those instruments at fair value. The fair values of the derivative financial instruments are determined using widely accepted valuation techniques including discounted cash flow analysis based on the expected cash flows of each derivative. Although the Company has determined that the significant inputs, such as interest yield curve and discount rate, used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with the Company's counterparties and its own credit risk utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. However, as of December 31, 2023 and September 30, 2023, the Company assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and determined that the credit valuation adjustments were not significant to the overall valuation of its derivatives. As a result, the Company has determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

The following tables summarize the financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2023 and September 30, 2023:

	December 31, 2023			
	Carrying Value	Level 1	Level 2	Level 3
Other assets:				
Investments held by Rabbi Trust	\$ 11.8	\$ 11.8	\$ —	\$ —
Interest rate derivative contracts	4.1	—	4.1	—
Total assets	<u>\$ 15.9</u>	<u>\$ 11.8</u>	<u>\$ 4.1</u>	<u>\$ —</u>
Other liabilities:				
Obligation to Rabbi Trust	\$ 11.8	\$ 11.8	\$ —	\$ —
Total liabilities	<u>\$ 11.8</u>	<u>\$ 11.8</u>	<u>\$ —</u>	<u>\$ —</u>
	September 30, 2023			
	Carrying Value	Level 1	Level 2	Level 3
Other assets:				
Investments held by Rabbi Trust	\$ 10.9	\$ 10.9	\$ —	\$ —
Interest rate derivative contracts	21.3	—	21.3	—
Total Assets	<u>\$ 32.2</u>	<u>\$ 10.9</u>	<u>\$ 21.3</u>	<u>\$ —</u>
Other liabilities:				
Obligation to Rabbi Trust	\$ 10.9	\$ 10.9	\$ —	\$ —
Total Liabilities	<u>\$ 10.9</u>	<u>\$ 10.9</u>	<u>\$ —</u>	<u>\$ —</u>

Hedging Activities

As of December 31, 2023 and September 30, 2023, the Company's outstanding derivatives qualified as cash flow hedges. The Company assesses whether derivatives used in hedging transactions are "highly effective" in offsetting changes in the cash flow of the hedged forecasted transactions. Regression analysis is used for the hedge relationships and high effectiveness is achieved when a statistically valid relationship reflects a high degree of offset and correlation between the fair values of the derivative and the hedged forecasted transaction. The entire change in the fair value for highly effective derivatives is reported in Other comprehensive (loss) and

Table of Contents

subsequently reclassified into Interest expense (in the case of interest rate contracts) and Cost of services provided (in the case of fuel hedge contracts) in the Consolidated Statements of Operations when the hedged item affects earnings. If the hedged forecasted transaction is no longer probable of occurring, then the amount recognized in Accumulated other comprehensive income is released to earnings. Cash flows from the derivatives are classified in the same category as the cash flows from the underlying hedged transaction.

Interest Rate Contracts

The Company has exposures to variability in interest rates associated with its variable interest rate debt, which includes the Series B Term Loan. As such, the Company has entered into interest rate contracts to help manage interest rate exposure by economically converting a portion of its variable-rate debt to fixed-rate debt. Effective for the periods March 18, 2016 through December 31, 2022, the Company held interest rate swaps with a notional amount of \$500.0. In January 2023, the Company entered into an interest rate swap agreement with a notional amount of \$500.0 and an interest rate collar agreement with a notional amount of \$500.0, each effective for the period January 31, 2023 through January 31, 2028.

On August 28, 2023, the Company terminated \$400.0 of the notional amount of its outstanding interest rate collar agreement.

The notional amount of interest rate contracts was \$600.0 and \$600.0 at December 31, 2023 and September 30, 2023, respectively. The net deferred gain on the interest rate swaps as of December 31, 2023 of \$5.0, net of taxes, is expected to be recognized in Interest expense over the next 12 months.

The effects on the consolidated financial statements of the interest rate contracts which were designated as cash flow hedges were as follows:

	Three Months Ended December 31,	
	2023	2022
Income (Loss) recognized in Other comprehensive (loss)	\$ (14.5)	\$ -
Net income (loss) reclassified from Accumulated other comprehensive income into Interest expense	2.9	3.0

9. Income Taxes

The following table summarizes the Company's income tax (benefit) and effective income tax rate for the three months ended December 31, 2023 and 2022.

	Three Months Ended December 31,	
	2023	2022
(Loss) before income taxes	\$ (22.1)	\$ (24.4)
Income tax (benefit)	(5.7)	(5.5)
Effective income tax rate	25.8%	22.5%

The increase in the effective tax rate for the three months ended December 31, 2023 when compared to the three months ended December 31, 2022, is primarily attributable to the increase in valuation allowance for separate state attributes as well as the reduction in expense related to the vesting of restricted stock units.

10. Equity-Based Compensation

Amended and Restated 2018 Omnibus Incentive Plan

On June 28, 2018 (and as amended and restated on March 10, 2020), in connection with the IPO, the Company's Board of Directors adopted, and its stockholders approved, the BrightView Holdings, Inc. 2018 Omnibus Incentive Plan (the "2018 Omnibus Incentive Plan"). The total number of shares of common stock that may be issued under the 2018 Omnibus Incentive Plan is 18,650,000. Under the 2018 Omnibus Incentive Plan, the Company may grant stock options, stock appreciation rights, restricted stock, other equity-based awards and other cash-based awards to employees, directors, officers, consultants and advisors.

Table of Contents

2023 Employment Inducement Incentive Award Plan

On September 11, 2023, the Company adopted the BrightView Holdings, Inc. 2023 Employment Inducement Incentive Award Plan (the “Inducement Plan”). Pursuant to the Inducement Plan, the Company may grant equity incentive compensation as a material inducement for certain individuals to commence employment with the Company. A total of 1,750,000 shares of common stock are reserved for grant under the Inducement Plan. Awards granted under the Inducement Plan may be in the form of non-qualified stock options, stock appreciation rights, restricted stock awards, restricted stock units, unrestricted stock awards, dividend equivalent rights and other equity-based awards, or any combination of those awards.

Restricted Stock Awards

A summary of the Company’s restricted stock award activity for the three month period ended December 31, 2023 is presented in the following table:

	Shares	Weighted-Avg Distribution Price per Share
Outstanding at September 30, 2023	213,000	\$ 14.66
Less: Forfeited	54,000	\$ 14.66
Outstanding at December 31, 2023	159,000	\$ 14.66

Restricted Stock Units

A summary of the Company’s restricted stock unit activity for the three month period ended December 31, 2023 is presented in the following table:

	Shares	Weighted-Avg Distribution Price per Share
Outstanding at September 30, 2023	3,021,000	\$ 9.32
Granted	2,094,000	\$ 7.44
Less: Vested	1,041,000	\$ 10.14
Less: Forfeited	124,000	\$ 10.00
Outstanding at December 31, 2023	3,950,000	\$ 8.09

During the three month period ended December 31, 2023, the Company issued 2,094,000 restricted stock units (“RSUs”) at a weighted average grant date fair value of \$7.44 per share, all of which are subject to vesting. The majority of these units vest ratably over a four-year period commencing on the grant date. Non-cash equity-based compensation expense associated with the new grants will total approximately \$13.9 over the requisite service period. During the three month period ended December 31, 2023, 1,041,000 RSUs vested and 124,000 RSUs were forfeited.

Stock Option Awards

A summary of the Company’s stock option activity for the three month period ended December 31, 2023 is presented in the following table:

	Shares	Weighted-Avg Exercise Price per Share
Outstanding at September 30, 2023	4,449,000	\$ 19.06
Less: Forfeited	327,000	\$ 19.60
Outstanding at December 31, 2023	4,122,000	\$ 19.02
Vested and exercisable at December 31, 2023	3,444,000	\$ 18.96
Expected to vest after December 31, 2023	678,000	\$ 19.31

Table of Contents

Performance Stock Unit Awards

A summary of the Company's performance stock unit activity for the three month period ended December 31, 2023 is presented in the following table:

	Shares	Weighted-Avg Distribution Price per Share
Outstanding at September 30, 2023	512,000	\$ 7.48
Granted	918,000	\$ 7.35
Less: Forfeited	95,000	\$ 7.48
Outstanding at December 31, 2023	1,335,000	\$ 7.39

During the three month period ended December 31, 2023, the Company issued 918,000 performance stock units ("PSUs") at a weighted average distribution price of \$7.35 per share and a weighted average grant date fair value of \$7.35 per share, which cliff vest at the end of the three-year performance period. The number of the PSUs that vest upon completion of the performance period can range from 0% to 200% of the original grant, subject to certain limitations, contingent upon performance conditions. The performance condition metrics are the Company's three-year average Adjusted EBITDA margin and compound annual growth rate of the Company's land organic revenue. The fair value of these awards is determined based on the trading price of the company's common shares on the date of grant. Non-cash equity-based compensation expense associated with the grant will be approximately \$6.3 over the requisite service period. During the three month period ended December 31, 2023, no PSUs vested and 95,000 PSUs were forfeited.

Equity-Based Compensation Expense

The Company recognizes equity-based compensation expense using the estimated fair value as of the grant date over the requisite service or performance period applicable to the grant. Estimates of future forfeitures are made at the date of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

The Company recognized \$5.1 and \$5.6 in equity-based compensation expense for the three months ended December 31, 2023 and 2022, respectively, included in Selling, general and administrative expense in the accompanying Consolidated Statements of Operations. The resulting charges increased Additional paid-in capital by the same amount for each applicable period. Total unrecognized compensation cost was \$39.0 and \$23.7 as of December 31, 2023 and September 30, 2023, respectively, which is expected to be recognized over a weighted average period of 1.4 and 1.1 years as of December 31, 2023 and September 30, 2023, respectively.

2018 Employee Stock Purchase Plan

The Company's Stockholders have approved the Company's 2018 Employee Stock Purchase Plan, (the "ESPP"). A total of 1,100,000 shares of the Company's common stock were made available for sale under the Company's 2018 Employee Stock Purchase Plan on October 22, 2018, of which 188,000 were issued on November 17, 2023, and 177,000 were issued on November 14, 2022. An additional portion thereof is expected to be issued in November 2024

11. Commitments and Contingencies

Risk Management

The Company carries general liability, auto liability, workers' compensation, and employee health care insurance policies. In addition, the Company carries other reasonable and customary insurance policies for a Company of our size and scope, as well as umbrella liability insurance policies to cover claims over the liability limits contained in the primary policies. The Company's insurance programs, for workers' compensation, general liability, auto liability and employee health care for certain employees contain self-insured retention amounts, deductibles and other coverage limits ("self-insured liability"). Claims that are not self-insured as well as claims in excess of the self-insured liability amounts are insured. The Company uses estimates in the determination of the required reserves. These estimates are based upon calculations performed by third-party actuaries, as well as examination of historical trends and industry claims experience. The Company's reserve for unpaid and incurred but not reported claims under these programs at December 31, 2023 was \$161.5, of which \$53.4 was classified in current liabilities and \$108.1 was classified in non-current liabilities in the accompanying unaudited Consolidated Balance Sheet. The Company's reserve for unpaid and incurred but not reported claims under these programs at September 30, 2023 was \$159.9, of which \$54.8 was classified in current liabilities and \$105.1 was classified in non-current liabilities in the accompanying Consolidated Balance Sheet. While the ultimate amount of these claims is dependent on future developments, in management's opinion, recorded reserves are adequate to cover these claims. The Company's reserve for unpaid and incurred but not

Table of Contents

reported claims at December 31, 2023 includes \$19.7 related to claims recoverable from third-party insurance carriers. Corresponding assets of \$5.7 and \$14.0 are recorded at December 31, 2023, as Other current assets and Other assets, respectively. The Company's reserve for unpaid and incurred but not reported claims at September 30, 2023 includes \$18.1 related to claims recoverable from third-party insurance carriers. Corresponding assets of \$5.3 and \$12.8 were recorded at September 30, 2023, as Other current assets and Other assets, respectively.

Litigation Contingency

From time to time, the Company is subject to legal proceedings and claims in the ordinary course of its business, principally claims made alleging injuries (including vehicle and general liability matters as well as workers' compensation and property casualty claims). Such claims, even if lacking merit, can result in expenditures of significant financial and managerial resources. In the ordinary course of its business, the Company is also subject to investigations or claims involving current and/or former employees and disputes involving commercial and regulatory matters. Regulatory matters include, among other things, audits and reviews of local and federal tax compliance, safety and employment practices, and environmental matters. Although the process of resolving regulatory matters and claims through litigation and other means is inherently uncertain, the Company is not aware of any such matter, legal proceeding or claim that it believes will have, individually or in the aggregate, a material effect on the Company, its financial condition, and results of operations or cash flows. For all legal matters, an estimated liability is established in accordance with the loss contingencies accounting guidance. This estimated liability is included in Accrued expenses and other current liabilities in the accompanying Consolidated Balance Sheets.

12. Segments

The operations of the Company are conducted through two operating segments: Maintenance Services and Development Services, which are also its reportable segments.

Maintenance Services primarily consists of recurring landscape maintenance services and snow removal services as well as supplemental landscape enhancement services.

Development Services primarily consists of landscape architecture and development services for new construction and large scale redesign projects.

The operating segments identified above are determined based on the services provided, and they reflect the manner in which operating results are regularly reviewed by the Chief Operating Decision Maker ("CODM") to allocate resources and assess performance. The CODM is the Company's Chief Executive Officer. The CODM evaluates the performance of the Company's operating segments based upon Net Service Revenues, Adjusted EBITDA and Capital Expenditures. Management uses Adjusted EBITDA to evaluate performance and profitability of each operating segment.

The accounting policies of the segments are the same as those described in Note 2 "Summary of Significant Accounting Policies" in the notes to our consolidated financial statements in the Annual Report on Form 10-K for the fiscal year ended September 30, 2023. Corporate includes corporate executive compensation, finance, legal and information technology which are not allocated to the segments. Eliminations represent eliminations of intersegment revenues. The Company does not currently provide asset information by segment, as this information is not used by management when allocating resources or evaluating performance.

The following is a summary of certain financial data for each of the segments:

	Three Months Ended December 31,	
	2023	2022
Maintenance Services	\$ 442.3	\$ 483.2
Development Services	185.4	174.4
Eliminations	(1.0)	(1.7)
Net Service Revenues	\$ 626.7	\$ 655.9
Maintenance Services	\$ 42.0	\$ 50.5
Development Services	19.6	16.5
Corporate	(14.9)	(18.4)
Adjusted EBITDA ⁽¹⁾	\$ 46.7	\$ 48.6
Maintenance Services	\$ 7.7	\$ 24.0
Development Services	1.2	2.0
Corporate	1.2	1.2
Capital Expenditures	\$ 10.1	\$ 27.2

Table of Contents

(1) Presented below is a reconciliation of Net (loss) to Adjusted EBITDA:

	Three Months Ended December 31,	
	2023	2022
Net (loss)	\$ (16.4)	\$ (18.9)
Interest expense	17.1	23.2
Income tax (benefit)	(5.7)	(5.5)
Depreciation expense	25.6	27.1
Amortization expense	10.1	11.9
Business transformation and integration costs (a)	10.7	4.7
Equity-based compensation (b)	5.3	5.7
COVID-19 related expenses (c)	—	0.4
Adjusted EBITDA	\$ 46.7	\$ 48.6

(a) Business transformation and integration costs consist of (i) severance and related costs; (ii) business integration costs and (iii) information technology infrastructure, transformation, and other costs.

(in millions)	Three Months Ended December 31,	
	2023	2022
Severance and related costs	\$ 2.5	\$ 0.1
Business integration (d)	0.6	2.7
IT infrastructure, transformation, and other (e)	7.6	1.9
Business transformation and integration costs	\$ 10.7	\$ 4.7

(b) Represents equity-based compensation expense and related taxes recognized for equity incentive plans outstanding.

(c) Represents expenses related to the Company's response to the COVID-19 pandemic, principally temporary and incremental salary and related expenses, personal protective equipment, cleaning and supply purchases, and other.

(d) Represents isolated expenses specifically related to the integration of acquired companies such as one-time employee retention costs, employee onboarding and training costs, and fleet and uniform rebranding costs. The Company excludes Business integration costs from the measures disclosed above since such expenses vary in amount due to the number of acquisitions and size of acquired companies as well as factors specific to each acquisition, and as a result lack predictability as to occurrence and/or timing, and create a lack of comparability between periods.

(e) Represents expenses related to distinct initiatives, typically significant enterprise-wide changes. Such expenses are excluded from the measures disclosed above since such expenses vary in amount based on occurrence as well as factors specific to each of the activities, are outside of the normal operations of the business, and create a lack of comparability between periods.

13. Mezzanine Equity

Series A Convertible Preferred Stock

On August 28, 2023 (the "Original Issuance Date"), BrightView Holdings, Inc. entered into an Investment Agreement with each of Birch Equity Holdings, LP, a Delaware limited partnership, and Birch-OR Equity Holdings, LLC, a Delaware limited liability company (collectively, the "Investors"), pursuant to which the Company issued and sold, in a private placement, an aggregate of 500,000 shares of the Company's Series A Convertible Preferred Stock, par value \$0.01 per share (the "Series A Preferred Stock"), for an aggregate purchase price of \$500.0 (the "Issuance"), excluding issuance costs. During the period ended December 31, 2023, the Company paid in-kind dividends of \$8.9 million in the aggregate on the Series A Preferred Stock which increased the aggregate liquidation preference of the Series A Preferred Stock by the same amount.

14. (Loss) Per Share of Common Stock

The Company calculates basic and diluted (loss) earnings per common share using the two-class method. The two-class method is an allocation formula that determines net (loss) income per common share for each share of common stock and Series A Convertible Preferred Stock, a participating security, according to dividends declared and participation rights in undistributed earnings. Under this method, all earnings (distributed and undistributed) are allocated to common shares and Series A Convertible Preferred Stock based on their respective rights to receive dividends. The holders of the Series A Convertible Preferred Stock do not participate in losses. The holders of Series A Convertible Preferred Stock participate in cash dividends that the Company pays on its common stock in an as-converted basis. Diluted net (loss) income per common share is computed based on the weighted average number of shares of common stock outstanding during each period, plus potential common shares considered outstanding during the period, as long as the inclusion of such awards is not antidilutive. Potential common shares consist of unvested and unexercised stock compensation awards and the Series A Convertible Preferred Stock, using the more dilutive of either the two-class method or if-converted stock method.

Set forth below is a reconciliation of the numerator and denominator for basic and diluted (loss) earnings per share calculation for the periods indicated:

	Three Months Ended December 31,	
	2023	2022
Numerator:		
Net (loss)	\$ (16.4)	\$ (18.9)
Less: dividends on Series A convertible preferred shares	\$ 8.9	\$ —
Net (loss) attributable to common stockholders	\$ (25.3)	\$ (18.9)
Denominator:		
Weighted average number of common shares outstanding – basic and diluted	93,986,000	93,252,000
Basic and diluted (loss) per share	\$ (0.27)	\$ (0.20)
Other Information:		
Weighted average number of anti-dilutive Series A convertible preferred shares, options and restricted stock ^(a)	59,434,000	5,321,000

(a) Weighted average number of anti-dilutive options is based upon the average closing price of the Company's common stock on the NYSE for the period.

15. Subsequent events

On January 12, 2024, the Company completed the sale of one of its fully owned subsidiaries for total cash consideration of \$51.6. The Maintenance Services operating segment includes the operations of the divested entity, and its results of operations are included in the Consolidated Statement of Operations for the three months ended December 31, 2023 and 2022. We expect to record a gain associated with this transaction which will be included in the company's results for the second quarter of fiscal year 2024.

Table of Contents

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis supplements our management's discussion and analysis for the year ended September 30, 2023 as contained in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on November 16, 2023, and presumes that readers have read or have access to such discussion and analysis. The following discussion and analysis should also be read together with the unaudited consolidated financial statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q. This discussion contains forward-looking statements that reflect our plans and strategy for our business, and involve risks, uncertainties and other factors outside of the Company's control. You should review the "Risk Factors" section of our Annual Report on Form 10-K for the fiscal year ended September 30, 2023, as updated by subsequent filings with the Securities and Exchange Commission, for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. You should carefully read "Special Note Regarding Forward-Looking Statements" in this Quarterly Report on Form 10-Q.

Overview

Our Company

We are the largest provider of commercial landscaping services in the United States, with revenues approximately 6 times those of our next largest commercial landscaping competitor. We provide commercial landscaping services ranging from landscape maintenance and enhancements to tree care and landscape development. We operate through a differentiated and integrated national service model which systematically delivers services at the local level by combining our network of over 290 branches with a qualified service partner network. Our branch delivery model underpins our position as a single-source end-to-end landscaping solution provider to our diverse customer base at the national, regional and local levels, which we believe represents a significant competitive advantage. We believe our commercial customer base understands the financial and reputational risk associated with inadequate landscape maintenance and considers our services to be essential and non-discretionary.

Our Segments

We report our results of operations through two reportable segments: Maintenance Services and Development Services. We serve a geographically diverse set of customers through our strategically located network of branches in 35 U.S. states, and, through our qualified service partner network, we are able to efficiently provide nationwide coverage in all 50 U.S. states.

Maintenance Services

Our Maintenance Services segment delivers a full suite of recurring commercial landscaping services in both evergreen and seasonal markets, ranging from mowing, gardening, mulching and snow removal, to more horticulturally advanced services, such as water management, irrigation maintenance, tree care, golf course maintenance and specialty turf maintenance. In addition to contracted maintenance services, we also have a strong track record of providing value-added landscape enhancements. We primarily self-perform our maintenance services through our national branch network, which are route-based in nature. Our maintenance services customers include Fortune 500 corporate campuses and commercial properties, HOAs, public parks, leading international hotels and resorts, airport authorities, municipalities, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses, among others.

Development Services

Through our Development Services segment, we provide landscape architecture and development services for new facilities and significant redesign projects. Specific services include project design and management services, landscape architecture, landscape installation, irrigation installation, tree moving and installation, pool and water features and sports field services, among others. Our development services are comprised of sophisticated design, coordination and installation of landscapes at some of the most recognizable corporate, athletic and university complexes and showcase highly visible work that is paramount to our customers' perception of our brand as a market leader.

In our Development Services business, we are typically hired by general contractors, with whom we maintain strong relationships as a result of our superior technical and project management capabilities. We believe the quality of our work is also well-regarded by our end-customers, some of whom directly request that their general contractors utilize our services when outsourcing their landscape development projects.

Table of Contents

Components of Our Revenues and Expenses

Net Service Revenues

Maintenance Services

Our Maintenance Services revenues are generated primarily through landscape maintenance services and snow removal services. Landscape maintenance services that are primarily viewed as non-discretionary, such as lawn care, mowing, gardening, mulching, leaf removal, irrigation and tree care, are provided under recurring annual contracts, which typically range from one to three years in duration and are generally cancellable by the customer with 30-90 days' notice. Snow removal services are provided on either fixed fee based contracts or per occurrence contracts. Both landscape maintenance services and snow removal services can also include enhancement services that represent supplemental maintenance or improvement services generally provided under contracts of short duration related to specific services. Revenue for landscape maintenance and snow removal services under fixed fee models is recognized over time using an output based method. Additionally, a portion of our recurring fixed fee landscape maintenance and snow removal services are recorded under the series guidance. The right to invoice practical expedient, defined within Note 3 "Revenue" to our unaudited consolidated financial statements, is generally applied to revenue related to landscape maintenance and snow removal services performed in relation to per occurrence contracts as well as enhancement services. When use of the practical expedient is not appropriate for these contracts, revenue is recognized using a cost-to-cost input method. Fees for contracted landscape maintenance services are typically billed on an equal monthly basis. Fees for fixed fee snow removal services are typically billed on an equal monthly basis during snow season, while fees for time and material or other activity-based snow removal services are typically billed as the services are performed. Fees for enhancement services are typically billed as the services are performed.

Development Services

For Development Services, revenue is primarily recognized over time using the cost-to-cost input method, measured by the percentage of cost incurred to date to the estimated total cost for each contract, which we believe to be the best measure of progress. The full amount of anticipated losses on contracts is recorded as soon as such losses can be estimated. These losses are immaterial to current and historical operations. Changes in job performance, job conditions and estimated profitability, including final contract settlements, may result in revisions to costs and revenue and are recognized in the period in which the revisions are determined.

Expenses

Cost of Services Provided

Cost of services provided is comprised of direct costs we incur associated with our operations during a period and includes employee costs, subcontractor costs, purchased materials, and operating equipment and vehicle costs. Employee costs consist of wages and other labor-related expenses, including benefits, workers compensation and healthcare costs, for those employees involved in delivering our services. Subcontractor costs consist of costs relating to our qualified service partner network in our Maintenance Services segment and subcontractors we engage from time to time in our Development Services segment. When our use of subcontractors increases, we may experience incrementally higher costs of services provided. Operating equipment and vehicle costs primarily consist of depreciation related to branch operating equipment and vehicles and related fuel expenses. A large component of our costs are variable, such as labor, subcontractor expense and materials.

Selling, General and Administrative Expense

Selling, general and administrative expense consists of costs incurred related to compensation and benefits for management, sales and administrative personnel, equity-based compensation, branch and office rent and facility operating costs, depreciation expense related to branch and office locations, as well as professional fees, software costs and other miscellaneous expenses. Corporate expenses, including corporate executive compensation, finance, legal and information technology, are included in consolidated selling, general and administrative expense and not allocated to the business segments.

Amortization Expense

Amortization expense consists of the periodic amortization of intangible assets, including customer relationships and trademarks, recognized when KKR acquired the Company on December 18, 2013 and in connection with businesses we have acquired since December 18, 2013.

Table of Contents

Other (Income)

Other (income) consists primarily of investment gains and losses related to investments held in Rabbi Trust as well as losses on debt extinguishment.

Interest Expense

Interest expense relates primarily to our long-term debt. See Note 7 “Long-term Debt” in the unaudited consolidated financial statements included under Part I, Item 1, “Financial Statements”.

Income Tax (Benefit)

Income tax (benefit) includes U.S. federal, state and local income taxes. Our effective tax rate differs from the statutory U.S. income tax rate due to the effect of state and local income taxes, tax credits and certain nondeductible expenses. Our effective tax rate may vary from quarter to quarter based on recurring and nonrecurring factors including, but not limited to, the geographical distribution of our pre-tax earnings, changes in the tax rates of different jurisdictions, the availability of tax credits and nondeductible items. Changes in judgment due to the evaluation of new information resulting in the recognition, derecognition or remeasurement of a tax position taken in a prior annual period are recognized separately in the period of the change.

Trends and Other Factors Affecting Our Business

Various trends and other factors affect or have affected our operating results, including:

Seasonality

Our services, particularly in our Maintenance Services segment, have seasonal variability such as increased mulching, flower planting and intensive mowing in the spring, leaf removal and cleanup work in the fall, snow removal services in the winter and potentially minimal mowing during drier summer months. This can drive fluctuations in revenue, costs and cash flows for interim periods.

We have a significant presence in geographies that have a year-round growing season, which we refer to as our evergreen markets. Such markets require landscape maintenance services twelve months per year. In markets that do not have a year-round growing season, which we refer to as our seasonal markets, the demand for our landscape maintenance services decreases during the winter months. Typically, our revenues and net income have been higher in the spring and summer seasons, which correspond with our third and fourth fiscal quarters of our fiscal year ending September 30. The lower level of activity in seasonal markets during our first and second fiscal quarters is partially offset by revenue from our snow removal services. Such seasonality causes our results of operations to vary from quarter to quarter.

Weather Conditions

Weather may impact the timing of performance of landscape maintenance and enhancement services and progress on development projects from quarter to quarter. For example, snow events in the winter, hurricane-related cleanup in the summer and fall, and the effects of abnormally high rainfall or drought in a given market may impact our services. These less predictable weather patterns can impact both our revenues and our costs, especially from quarter to quarter, but also from year to year in some cases. Extreme weather events such as hurricanes and tropical storms can result in a positive impact to our business in the form of increased enhancement services revenues related to cleanup and other services. However, such weather events may also negatively impact our ability to deliver our contracted services or impact the timing of performance.

In our seasonal markets, the performance of our snow removal services is correlated with the amount of snowfall and number of snowfall events in a given season. We benchmark our performance against ten- and thirty-year cumulative annual snowfall averages.

Acquisitions

In addition to our organic growth, we have grown, and expect to continue to grow, our business through acquisitions in an effort to better service our existing customers and to attract new customers. These acquisitions have allowed us to execute our “strong-on-strong” acquisition strategy in which we focus on increasing our density and leadership positions in existing local markets, entering into attractive new geographic markets and expanding our portfolio of landscape enhancement services and improving technical capabilities in specialized services. As we continue to selectively pursue acquisitions that complement our “strong-on-strong” acquisition strategy, we believe we are the acquirer of choice in the highly fragmented commercial landscaping industry because we offer the ability to leverage our significant size and scale, as well as provide stable and potentially expanding career opportunities for employees of acquired businesses. In accordance with GAAP, the results of the acquisitions we have completed are reflected in our consolidated

Table of Contents

financial statements from the date of acquisition. We incur transaction costs in connection with identifying and completing acquisitions and ongoing integration costs as we integrate acquired companies and seek to achieve synergies. During the three months ended December 31, 2023, the Company incurred \$0.6 million of integration costs related to acquisitions completed prior to fiscal 2024. While integration costs vary based on factors specific to each acquisition, such costs are primarily comprised of one-time employee retention costs, employee onboarding and training costs, and fleet and uniform rebranding costs. We typically anticipate integration costs to represent approximately 7%-9% of the acquisition price, and to be incurred within 12 months of acquisition completion.

Goodwill

Goodwill represents the excess of the purchase price over the fair values of the underlying net assets acquired in an acquisition. Goodwill is not amortized, but rather is tested annually for impairment in the fourth quarter of each year, or more frequently if events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

Goodwill is allocated to, and evaluated for impairment at our three identified reporting units. Goodwill is tested for impairment by either performing a qualitative evaluation or a quantitative test. The qualitative evaluation is an assessment of factors to determine whether it is more likely than not that a reporting unit's fair value is less than its carrying amount. We may elect not to perform the qualitative assessment for some or all reporting units and perform the quantitative impairment test. The quantitative goodwill impairment test requires us to compare the carrying value of the reporting unit's net assets to the fair value of the reporting unit. The Company determined fair values of each of the reporting units using a combination of the income and market multiple approaches. The estimates used in each approach include significant management assumptions, including long-term future growth rates, operating margins, discount rates and future economic and market conditions.

If the fair value exceeds the carrying value, no further evaluation is required, and no impairment loss is recognized. If the carrying amount of a reporting unit, including goodwill, exceeds the estimated fair value, the excess of the carrying value over the fair value is recorded as an impairment loss, the amount of which would not exceed the total amount of goodwill allocated to the reporting unit.

Our methodology for estimating the fair value of our reporting units utilizes a combination of the market and income approaches. The market approach is based on the guideline public company method, which measures the value of the reporting unit through applying valuation multiples of selected guideline public companies to the reporting unit's key operating metrics. The income approach is based on the Discounted Cash Flow ("DCF") method, which is based on the present value of future cash flows. The principal assumptions utilized in the DCF methodology include long-term future growth rates, operating margins, and discount rates. There can be no assurance that our estimates and assumptions regarding forecasted cash flow, long-term future growth rates and operating margins made for purposes of the annual goodwill impairment test will prove to be accurate predictions of the future. We believe the current assumptions and estimates utilized under each approach are both reasonable and appropriate.

Based on our most recent annual analysis as of July 1, 2023, the fair values for all three of our reporting units exceeded the carrying values, and therefore no indicators of impairment existed for those three reporting units; however, the fair value of the Maintenance reporting unit exceeded the carrying value by 4.7%. Since the Maintenance reporting unit fair value did not substantially exceed the carrying value, we may be at risk for an impairment loss in the future if interest rates and market conditions continue to trend unfavorably or if our forecasts assumed in the fair value calculation are not realized. As of December 31, 2023, there was \$1,803.5 million of goodwill recorded related to the Maintenance reporting unit.

Industry and Economic Conditions

We believe the non-discretionary nature of our landscape maintenance services provides us with a fairly predictable recurring revenue model. The perennial nature of the landscape maintenance service sector, as well as its wide range of end users, minimizes the impact of a broad or sector-specific downturn. However, in connection with our enhancement services and development services, when demand for commercial construction declines, demand for landscape enhancement services and development projects may decline. When commercial construction activity rises, demand for landscape enhancement services to maintain green space may also increase. This is especially true for new developments in which green space tends to play an increasingly important role. Economic conditions, including rising inflation and fuel prices, as well as rising interest rates, have impacted and may further impact our costs and expenses, and fluctuations in labor markets, may impact our ability to identify, hire and retain employees. Increased labor costs, including recruiting, retention, and overtime expenditures, have and could adversely affect our profitability.

Table of Contents

Results of Operations

The following tables summarize key components of our results of operations for the periods indicated.

(in millions)	Three Months Ended December 31,	
	2023	2022
Net service revenues	\$ 626.7	\$ 655.9
Cost of services provided	492.9	508.3
Gross profit	133.8	147.6
Selling, general and administrative expense	129.9	137.6
Amortization expense	10.1	11.9
(Loss) income from operations	(6.2)	(1.9)
Other (income)	(1.2)	(0.7)
Interest expense	17.1	23.2
(Loss) before income taxes	(22.1)	(24.4)
Income tax (benefit)	(5.7)	(5.5)
Net (loss)	\$ (16.4)	\$ (18.9)
Earnings (Loss) per Share	\$ (0.27)	\$ (0.20)
Adjusted EBITDA ⁽¹⁾	\$ 46.7	\$ 48.6
Adjusted Net Income ⁽¹⁾	\$ 3.0	\$ (1.2)
Cash flows from operating activities	\$ 26.2	\$ (29.6)
Free Cash Flow ⁽¹⁾	\$ 17.3	\$ (55.4)

(1) See the “Non-GAAP Financial Measures” section included below for a reconciliation to the most directly comparable GAAP measure.

Three Months Ended December 31, 2023 compared to Three Months Ended December 31, 2022

Net Service Revenues

Net service revenues for the three months ended December 31, 2023 decreased \$29.2 million, or 4.5%, to \$626.7 million, from \$655.9 million in the 2022 period. The decrease was driven by a decrease in Maintenance Services revenues of \$40.9 million, partially offset by an increase in Development Services revenues of \$11.0 million as discussed further below in Segment Results.

Gross Profit

Gross profit for the three months ended December 31, 2023 decreased \$13.8 million, or 9.3%, to \$133.8 million, from \$147.6 million in the 2022 period. Gross margin decreased 120 basis points, to 21.3%, in the three months ended December 31, 2023, from 22.5% in the 2022 period. The decreases in gross profit and gross margin were driven by the decrease in Maintenance Services revenues as well as the increase in labor costs in our Development segment associated with the mix of projects relative to the prior year. Partially offsetting this was more efficient management of material costs versus the prior period.

Selling, General and Administrative Expense

Selling, general and administrative expense for the three months ended December 31, 2023 decreased \$7.7 million, or 5.6%, to \$129.9 million, from \$137.6 million in the 2022 period. As a percentage of revenue, Selling, general and administrative expense decreased 30 basis points for the three months ended December 31, 2023 to 20.7%, from 21.0% in the 2022 period. The decrease was driven principally by decreases in compensation-related costs, offset by an increase in business transformation and integration costs during the period.

Amortization Expense

Amortization expense for the three months ended December 31, 2023 decreased \$1.8 million, or 15.1%, to \$10.1 million, from \$11.9 million in the 2022 period. The decrease was principally due to a \$1.0 million decrease in amortization expense for intangible assets recognized in connection with our acquired businesses subsequent to the ValleyCrest Acquisition and a \$0.8 million decrease in the amortization of historical intangible assets recognized in connection with the KKR Acquisition and the ValleyCrest Acquisition, based on the pattern consistent with expected future cash flows calculated at the time of acquisition.

Table of Contents

Other (Income)

Other income was \$1.2 million for the three months ended December 31, 2023 compared to expense of \$0.7 million in the 2022 period. The increase of \$0.5 million was driven principally by the change in value of investments held in the Rabbi Trust.

Interest Expense

Interest expense for the three months ended December 31, 2023 decreased \$6.1 million, or 26.3%, to \$17.1 million, from \$23.2 million in the 2022 period. The decrease was driven principally by the decrease in the long term debt balance, partially offset by an increase in rates.

Income Tax (Benefit)

For the three months ended December 31, 2023, Income tax (benefit) was \$5.7 million, compared to \$5.5 million in the 2022 period. The change was primarily attributable to the reduction in expense related to the vesting of restricted stock units that was recorded discretely in the current period.

Net (Loss)

Net (loss) for the three months ended December 31, 2023 increased \$2.5 million to \$16.4 million, from \$18.9 million in the 2022 period due to the changes noted above. Net loss as a percentage of revenue was 2.6% for the three months ended December 31, 2023 compared to 2.9% in the 2022 period.

Dividends on Series A Convertible Preferred Shares

For the three months ended December 31, 2023 Dividends on Series A Convertible Preferred Shares were \$8.9 million. The dividends on the Series A Convertible Preferred Stock were paid in kind, which increased the aggregate liquidation preference of the Series A Preferred Stock by the same amount.

Adjusted EBITDA

Adjusted EBITDA decreased \$1.9 million for the three months ended December 31, 2023, to \$46.7 million, from \$48.6 million in the 2022 period. Adjusted EBITDA as a percentage of revenue was 7.5% and 7.4% for the three months ended December 31, 2023 and 2022, respectively. The decrease in Adjusted EBITDA was primarily driven by an decrease of \$8.5 million, or 16.8% in Maintenance Services Segment Adjusted EBITDA, partially offset by an increase of \$3.1 million, or 18.8% in Development Services Segment Adjusted EBITDA, as discussed further below in Segment Results.

Adjusted Net Income (Loss)

Adjusted net income for the three months ended December 31, 2023 increased \$4.2 million to \$3.0 million, from \$(1.2) million in the 2022 period due to the changes noted above.

Non-GAAP Financial Measures

In addition to our GAAP financial measures, we review various non-GAAP financial measures including Adjusted EBITDA, Adjusted Net Income (Loss), Adjusted Earnings (Loss) per Share ("Adjusted EPS") and Free Cash Flow.

We believe that Adjusted EBITDA, Adjusted Net Income (Loss) and Adjusted EPS are helpful supplemental measures to assist us and investors in evaluating our operating results as they exclude certain items whose fluctuations from period to period do not necessarily correspond to changes in the operations of our business. Adjusted EBITDA represents net (loss) before interest, taxes, depreciation, amortization and certain non-cash, non-recurring and other adjustment items. Adjusted Net Income (Loss) is defined as net (loss) including interest and depreciation and excluding other items used to calculate Adjusted EBITDA and further adjusted for the tax effect of these exclusions and the removal of the discrete tax items. Adjusted EPS is defined as Adjusted Net Income (Loss) divided by the Adjusted Weighted Average Number of Common Shares Outstanding. We define Adjusted Weighted Average Number of Common Shares Outstanding as the weighted average number of common shares outstanding used in the calculation of basic earnings per share plus shares of common stock related to the Series A Preferred Stock on an as-converted basis, assumed to be converted for the entire period. We believe that the adjustments applied in presenting Adjusted EBITDA, Adjusted Net Income (Loss) and Adjusted EPS

Table of Contents

are appropriate to provide additional information to investors about certain material non-cash items and about non-recurring items that we do not expect to continue at the same level in the future.

We believe Free Cash Flow is a helpful supplemental measure to assist us and investors in evaluating our liquidity. Free Cash Flow represents cash flows from operating activities less capital expenditures, net of proceeds from the sale of property and equipment. We believe Free Cash Flow is useful to provide additional information to assess our ability to pursue business opportunities and investments and to service our debt. Free Cash Flow has limitations as an analytical tool, including that it does not account for our future contractual commitments and excludes investments made to acquire assets under finance leases and required debt service payments.

Adjusted EBITDA, Adjusted Net (Loss), Adjusted EPS and Free Cash Flow are not recognized terms under GAAP and should not be considered as an alternative to net (loss) as a measure of financial performance or cash flows provided by operating activities as a measure of liquidity, or any other performance measure derived in accordance with GAAP. The presentations of these measures have limitations as analytical tools and should not be considered in isolation, or as a substitute for analysis of our results as reported under GAAP. Because not all companies use identical calculations, the presentations of these measures may not be comparable to the same or other similarly titled measures of other companies and can differ significantly from company to company.

Set forth below are the reconciliations of net (loss) to Adjusted EBITDA and Adjusted Net Income (Loss), and cash flows from operating activities to Free Cash Flow.

(in millions)	Three Months Ended December 31,	
	2023	2022
Adjusted EBITDA		
Net (loss)	\$ (16.4)	\$ (18.9)
Plus:		
Interest expense, net	17.1	23.2
Income tax (benefit)	(5.7)	(5.5)
Depreciation expense	25.6	27.1
Amortization expense	10.1	11.9
Business transformation and integration costs (a)	10.7	4.7
Equity-based compensation (b)	5.3	5.7
COVID-19 related expenses (c)	—	0.4
Adjusted EBITDA	\$ 46.7	\$ 48.6
Adjusted Net Income (Loss)		
Net (loss)	\$ (16.4)	\$ (18.9)
Plus:		
Amortization expense	10.1	11.9
Business transformation and integration costs (a)	10.7	4.7
Equity-based compensation (b)	5.3	5.7
COVID-19 related expenses (c)	—	0.4
Income tax adjustment (d)	(6.7)	(5.0)
Adjusted Net Income (Loss)	\$ 3.0	\$ (1.2)
Free Cash Flow		
Cash flows provided by operating activities	\$ 26.2	\$ (29.6)
Minus:		
Capital expenditures	10.1	27.2
Plus:		
Proceeds from sale of property and equipment	1.2	1.4
Free Cash Flow	\$ 17.3	\$ (55.4)

(a) Business transformation and integration costs consist of (i) severance and related costs; (ii) business integration costs and (iii) information technology infrastructure, transformation costs, and other.

Table of Contents

(in millions)	Three Months Ended December 31,	
	2023	2022
Severance and related costs	\$ 2.5	\$ 0.1
Business integration (e)	0.6	2.7
IT infrastructure, transformation, and other (f)	7.6	1.9
Business transformation and integration costs	<u>\$ 10.7</u>	<u>\$ 4.7</u>

- (b) Represents equity-based compensation expense and related taxes recognized for equity incentive plans outstanding.
- (c) Represents expenses related to the Company's response to the COVID-19 pandemic, principally temporary and incremental salary and related expenses, personal protective equipment, cleaning and supply purchases, and other.
- (d) Represents the tax effect of pre-tax items excluded from Adjusted Net Income (Loss) and the removal of the applicable discrete tax items, which collectively result in a reduction of income tax (benefit). The tax effect of pre-tax items excluded from Adjusted Net Income (Loss) is computed using the statutory rate related to the jurisdiction that was impacted by the adjustment after taking into account the impact of permanent differences and valuation allowances. Discrete tax items include changes in laws or rates, changes in uncertain tax positions relating to prior years and changes in valuation allowances.

(in millions)	Three Months Ended December 31,	
	2023	2022
Tax impact of pre-tax income adjustments	7.4	\$ 6.0
Discrete tax items	(0.7)	(1.0)
Income tax adjustment	<u>\$ 6.7</u>	<u>\$ 5.0</u>

- (e) Represents isolated expenses specifically related to the integration of acquired companies such as one-time employee retention costs, employee onboarding and training costs, and fleet and uniform rebranding costs. The Company excludes Business integration costs from the measures disclosed above since such expenses vary in amount due to the number of acquisitions and size of acquired companies as well as factors specific to each acquisition, and as a result lack predictability as to occurrence and/or timing, and create a lack of comparability between periods.
- (f) Represents expenses related to distinct initiatives, typically significant enterprise-wide changes. Such expenses are excluded from the measures disclosed above since such expenses vary in amount based on occurrence as well as factors specific to each of the activities, are outside of the normal operations of the business, and create a lack of comparability between periods.

Segment Results

We classify our business into two segments: Maintenance Services and Development Services. Our corporate operations are not allocated to the segments and are not discussed separately as any results that had a significant impact on operating results are included in the consolidated results discussion above.

We evaluate the performance of our segments on Net service revenues, Segment Adjusted EBITDA and Segment Adjusted EBITDA Margin (Segment Adjusted EBITDA as a percentage of Net service revenues). Segment Adjusted EBITDA is indicative of operational performance and ongoing profitability. Our management closely monitors Segment Adjusted EBITDA to evaluate past performance and identify actions required to improve profitability.

Table of Contents

Segment Results for the Three Months Ended December 31, 2023 and 2022

The following tables present Net service revenues, Segment Adjusted EBITDA, and Segment Adjusted EBITDA Margin for each of our segments. Changes in Segment Adjusted EBITDA Margin are shown in basis points, or bps.

Maintenance Services Segment Results

(in millions)	Three Months Ended December 31,		Percent Change 2023 vs. 2022
	2023	2022	
Net Service Revenues	\$ 442.3	\$ 483.2	(8.5)%
Segment Adjusted EBITDA	\$ 42.0	\$ 50.5	(16.8)%
Segment Adjusted EBITDA Margin	9.5 %	10.5 %	(100) bps

Maintenance Services Net Service Revenues

Maintenance Services net service revenues for the three months ended December 31, 2023 decreased by \$40.9 million, or 8.5%, from the 2022 period. Snow removal services revenue decreased \$22.1 million, primarily due to lower snowfall relative to the prior period¹. Commercial landscaping services decreased \$18.8 million, or 4.5%, largely underpinned by a decline in our ancillary services business.

Maintenance Services Segment Adjusted EBITDA

Segment Adjusted EBITDA for the three months ended December 31, 2023 decreased by \$8.5 million to \$42.0 million from \$50.5 million in the 2022 period. Segment Adjusted EBITDA Margin decreased 100 basis points, to 9.5%, in the three months ended December 31, 2023, from 10.5% in the 2022 period. The decreases in Segment Adjusted EBITDA and Segment Adjusted EBITDA Margin were principally driven by the decreases in net service revenues described above, partially offset by decreased labor-related costs.

Development Services Segment Results

(in millions)	Three Months Ended December 31,		Percent Change 2023 vs. 2022
	2023	2022	
Net Service Revenues	\$ 185.4	\$ 174.4	6.3 %
Segment Adjusted EBITDA	\$ 19.6	\$ 16.5	18.8 %
Segment Adjusted EBITDA Margin	10.6 %	9.5 %	110 bps

Development Services Net Service Revenues

Development Services net service revenues for the three months ended December 31, 2023 increased \$11.0 million, or 6.3%, compared to the 2022 period. The increase was principally driven by an increase in Development Services project volumes of \$11.0 million.

Development Services Segment Adjusted EBITDA

Segment Adjusted EBITDA for the three months ended December 31, 2023 increased \$3.1 million, to \$19.6 million, compared to the 2022 period. Segment Adjusted EBITDA Margin increased 110 basis points, to 10.6% for the quarter from 9.5% in the 2022 period. The increases in Segment Adjusted EBITDA and Segment Adjusted EBITDA Margin were primarily driven by the increase in net service revenues described above, coupled with savings primarily from cost management initiatives.

¹ As defined by the National Oceanic Atmospheric Administration, U.S. Department of Commerce ("NOAA") for the Company's footprint during the respective three-month periods

Table of Contents

Liquidity and Capital Resources

Liquidity

Our principal sources of liquidity are existing cash and cash equivalents, cash generated from operations and borrowings under the Credit Agreement and the Receivables Financing Agreement. Our principal uses of cash are to provide working capital, meet debt service requirements, fund capital expenditures and finance strategic plans, including acquisitions and share repurchases under the share repurchase program announced in December 2021. We may also seek to finance capital expenditures under finance leases or other debt arrangements that provide liquidity or favorable borrowing terms. We continue to consider acquisition opportunities, but the size and timing of any future acquisitions and the related potential capital requirements cannot be predicted. While we have in the past financed certain acquisitions with internally generated cash, in the event that suitable businesses are available for acquisition upon acceptable terms, we may obtain all or a portion of the necessary financing through the incurrence of additional long-term borrowings.

Based on our current level of operations and available cash, we believe our cash flow from operations, together with availability under the Revolving Credit Facility under the Credit Agreement and the Receivables Financing Agreement, will provide sufficient liquidity to fund our current obligations, projected working capital requirements, debt service requirements and capital spending requirements for the next twelve months.

A substantial portion of our liquidity needs arise from debt service requirements, and from the ongoing cost of operations, working capital and capital expenditures.

(in millions)	December 31, 2023	September 30, 2023
Cash and cash equivalents	\$ 64.5	\$ 67.0
Long-term debt	879.8	888.1
Total debt	<u>\$ 879.8</u>	<u>\$ 888.1</u>

The Company is party to the Credit Agreement, a five-year revolving credit facility that, pursuant to the Amendment Agreement, currently matures on April 22, 2027 (the “Revolving Credit Facility”) and, through a wholly-owned subsidiary, a receivables financing agreement dated April 28, 2017 (as amended, the “Receivables Financing Agreement”). Each of the Company's credit facilities bear interest based in-part on a secured overnight financing rate.

We can increase the borrowing availability under the Credit Agreement or increase the term loans outstanding under the Credit Agreement by up to \$303.0 million, in the aggregate, in the form of additional commitments under the Revolving Credit Facility and/or incremental term loans under the Credit Agreement, or in the form of other indebtedness in lieu thereof, plus an additional amount so long as we do not exceed a specified senior secured leverage ratio and, in the case of second lien indebtedness, a specified senior secured leverage ratio. We can incur such additional secured or other unsecured indebtedness under the Credit Agreement if certain specified conditions are met. Our liquidity requirements are significant primarily due to debt service requirements. See Note 7 “Long-term Debt” to our unaudited consolidated financial statements included under Part I, Item 1, “Financial Statements”.

Our business may not generate sufficient cash flows from operations or future borrowings may not be available to us under our Revolving Credit Facility or the Receivables Financing Agreement in an amount sufficient to enable us to pay our indebtedness, or to fund our other liquidity needs. Our ability to do so depends on, among other factors, prevailing economic conditions, many of which are beyond our control. In addition, upon the occurrence of certain events, such as a change in control, we could be required to repay or refinance our indebtedness. We may not be able to refinance any of our indebtedness, including the Series B Term Loan under the Credit Agreement, on commercially reasonable terms or at all. Any future acquisitions, joint ventures, or other similar transactions may require additional capital and there can be no assurance that any such capital will be available to us on acceptable terms or at all.

Cash Flows

Information about our cash flows, by category, is presented in our statements of cash flows and is summarized below:

(in millions)	Three Months Ended December 31,	
	2023	2022
Operating activities	\$ 26.2	\$ (29.6)
Investing activities	\$ (8.6)	\$ (35.0)
Financing activities	\$ (20.1)	\$ 66.9
Free Cash Flow ⁽¹⁾	\$ 17.3	\$ (55.4)

⁽¹⁾ See “Non-GAAP Financial Measures” above for a reconciliation to the most directly comparable GAAP measure.

Table of Contents

Cash Flows provided by Operating Activities

Net cash provided by (used in) operating activities for the three months ended December 31, 2023 increased \$55.8 million, to \$26.2 million, from a cash use of \$29.6 million in the 2022 period. This increase was due to increases in cash provided by accounts receivable, and unbilled and deferred revenue. This was partially offset by an increase in cash used by accounts payable and other operating liabilities, and other operating assets.

Cash Flows used in Investing Activities

Net cash used in investing activities decreased \$26.4 million to \$8.6 million for the three months ended December 31, 2023 from \$35.0 million in the 2022 period. The decrease was principally driven by a decrease of \$17.1 million in capital expenditures and a decrease of \$10.0 million in cash used for acquisitions in comparison to the prior period.

Cash Flows (used) provided by Financing Activities

Net cash flows used in financing activities of \$20.1 million for the three months ended December 31, 2023 included repayments of our Receivables Financing Agreement of \$9.5 million, repayments of finance lease obligations of \$7.5 million and repurchases of common stock and distributions of \$2.5 million.

Free Cash Flow

Free Cash Flow increased \$72.7 million to an inflow of \$17.3 million for the three months ended December 31, 2023 from an outflow of \$55.4 million in the 2022 period. The increase in Free Cash Flow was due to an increase in net cash provided by operating activities coupled with a decrease in cash used for capital expenditures, each as described above.

Working Capital

(in millions)	December 31, 2023	September 30, 2023
Net Working Capital:		
Current assets	\$ 690.9	\$ 742.1
Less: Current liabilities	421.2	466.7
Net working capital	<u>\$ 269.7</u>	<u>\$ 275.4</u>

Net working capital is defined as current assets less current liabilities. Net working capital decreased \$5.7 million to \$269.7 million at December 31, 2023, from \$275.4 million at September 30, 2023, primarily driven by a decrease in unbilled revenue of \$35.7 million coupled with a decrease in accounts receivable of \$23.4 million and an increase in deferred revenue of \$22.7 million. This was partially offset by a decrease in accrued expense and other current assets of \$50.7 million coupled with an increase in other current assets of \$10.4 million.

Description of Indebtedness

As of December 31, 2023, we were in compliance with all of our debt covenants and no event of default has occurred or was ongoing. See Note 7 “Long-term Debt” to our unaudited consolidated financial statements included under Part I, Item 1, “Financial Statements”.

Contractual Obligations and Commercial Commitments

As of December 31, 2023, there were no material changes outside the ordinary course of business in our contractual obligations and commercial commitments from those reported as of September 30, 2023 in our Annual Report on Form 10-K.

Critical Accounting Policies and Estimates

Management has evaluated the accounting policies used in the preparation of the Company’s consolidated financial statements and related notes and believe those policies to be reasonable and appropriate. Certain of these accounting policies require the application of significant judgment by management in selecting appropriate assumptions for calculating financial estimates. By their nature, these judgments are subject to an inherent degree of uncertainty. These judgments are based on historical experience, trends in the industry,

Table of Contents

information provided by customers and information available from other outside sources, as appropriate. The most significant areas involving management judgments and estimates may be found in the Annual Report on Form 10-K, in the “Critical Accounting Policies and Estimates” section of “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” There have been no material changes to our critical accounting policies as compared to the critical accounting policies described in the Annual Report on Form 10-K for the year ended September 30, 2023.

Recently Issued Accounting Policies

The information set forth in Note 2 “Recent Accounting Pronouncements” to our unaudited consolidated financial statements under Part I, Item 1, “Financial Statements” is incorporated herein by reference.

Table of Contents

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

For quantitative and qualitative disclosures about market risk, see “Item 7A. Quantitative and Qualitative Disclosure of Market Risk” in the Annual Report on Form 10-K for the fiscal year ended September 30, 2023.

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

We maintain disclosure controls and procedures as that term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) that are designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer (“CEO”) and our Chief Financial Officer (“CFO”), as appropriate, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

In accordance with Rule 13a-15(b) of the Exchange Act, we have evaluated, under the supervision of our CEO and our CFO, the effectiveness of disclosure controls and procedures as of December 31, 2023. Based on this evaluation, our CEO and our CFO concluded that our disclosure controls and procedures were effective as of December 31, 2023 at a reasonable assurance level.

Changes in Internal Control over Financial Reporting

There has not been any change in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

The information set forth in Note 11 “Commitments and Contingencies” to our Condensed Consolidated Financial Statements under Part I, Item 1, “Financial Statements,” is incorporated herein by reference.

Item 1A. Risk Factors.

There have been no material changes to the risk factors included in our Annual Report on Form 10-K for the fiscal year ended September 30, 2023, as filed with the SEC on November 16, 2023.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

Table of Contents

Item 6. Exhibits.

The following is a list of all exhibits filed or furnished as part of this report:

Exhibit No.	Description
3.1	<u>Third Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on July 2, 2018).</u>
3.2	<u>Certificate of Amendment to the Third Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on March 7, 2023).</u>
3.3	<u>Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on July 2, 2018).</u>
3.4	<u>Certificate of Designations of Series A Convertible Preferred Stock (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on August 28, 2023).</u>
10.1*	<u>Sixth Amendment to the Purchase and Sale Agreement and Waiver, dated as of December 29, 2023, by and among BrightView Landscapes, LLC, as Servicer and an Originator, U.S. Lawns, Inc. as an Originator, BrightView Chargers, Inc. as an Originator, various parties listed on the signature pages thereto as Originators, BrightView Funding LLC, as Buyer, the Company as Performance Guarantor, PNC Bank, National Association as Administrative Agent, and MUFG Bank, Ltd. as Lender.</u>
10.2*	<u>Assignment Agreement (relating to the Receivables Financing Agreement, dated as of April 28, 2017, as amended and the Purchase and Sale Agreement, dated as of April 28, 2017, as amended), dated as of December 29, 2023, by and between U.S. Lawns, Inc. and BrightView Funding LLC.</u>
10.3*†	<u>The BrightView Executive Savings Plan</u>
10.4*†	<u>Adoption Agreement for the BrightView Executive Savings Plan, dated as of October 1, 2008, by and between The Brickman Group Ltd. LLC and Fidelity Management Trust Company.</u>
10.5*†	<u>First Amendment to the Adoption Agreement for the BrightView Executive Savings Plan, dated as of December 13, 2022, by and between BrightView Landscapes, LLC and Fidelity Management Trust Company.</u>
31.1*	<u>Certification of Periodic Report by Chief Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002</u>
31.2*	<u>Certification of Periodic Report by Chief Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002</u>
32.1**	<u>Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
32.2**	<u>Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page for the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 2023, has been formatted in Inline XBRL.

* Filed herewith.

** Furnished herewith.

† Indicates a management contract or any compensatory plan, contract or arrangement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BrightView Holdings, Inc.

Date: January 31, 2024

By: /s/ Brian Jackson

Brian Jackson
Chief Accounting Officer
(Principal Accounting Officer)

**SIXTH AMENDMENT TO THE
PURCHASE AND SALE AGREEMENT AND WAIVER**

This SIXTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT AND WAIVER (this “Amendment”), dated as of December 29, 2023, is entered into by and among the following parties:

- (i) BRIGHTVIEW LANDSCAPES, LLC, as Servicer (in such capacity, the “Servicer”) and an Originator;
- (ii) U. S. LAWNS, INC., as an Originator;
- (iii) BRIGHTVIEW CHARGERS, INC., as an Originator (together with U. S. Lawns, Inc., the “Exiting Originators” and each, an “Exiting Originator”);
- (iv) THE VARIOUS PARTIES LISTED ON THE SIGNATURE PAGES HERETO, as Remaining Originators (collectively, the “Remaining Originators” and each, a “Remaining Originator”);
- (v) BRIGHTVIEW FUNDING LLC, as Buyer (the “Buyer”);
- (vi) BRIGHTVIEW HOLDINGS, INC., as Performance Guarantor (the “Performance Guarantor”);
- (vii) PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the “Administrative Agent”), as a Lender, as an LC Participant, and as the LC Bank; and
- (viii) MUFG BANK, LTD., as a Lender and as an LC Participant.

Capitalized terms used but not otherwise defined herein (including such terms used above) have the respective meanings assigned thereto in the PSA and RFA described below.

BACKGROUND

A. The Servicer, the Exiting Originators, the Remaining Originators and the Buyer are parties to the Purchase and Sale Agreement, dated as of April 28, 2017 (as amended by the First Amendment to the Purchase and Sale Agreement and Omnibus Amendment to the Subordinated Notes, dated as of February 15, 2018, the Second Amendment to the Purchase and Sale Agreement, dated as of September 30, 2020, the Third Amendment to the Purchase and Sale Agreement, dated as of September 30, 2020, the Fourth Amendment to the Purchase and Sale Agreement, dated as of November 23, 2020 and the Fifth Amendment to the Purchase and Sale Agreement, dated as of December 21, 2021, as further amended, restated, supplemented or otherwise modified through the date hereof, the “PSA”).

*Sixth Amendment to
Purchase and Sale Agreement and Waiver (BrightView)*

B. The Servicer, the Buyer, as borrower, the Administrative Agent, the Lenders, the LC Participants and the LC Bank are parties to the Receivables Financing Agreement, dated as of April 28, 2017 (as amended, restated, supplemented or otherwise modified through the date hereof, the “RFA”).

C. The Performance Guarantor and the Administrative Agent are parties to the Performance Guaranty, dated as of April 28, 2017 (as amended, restated, supplemented or otherwise modified through the date hereof, the “Performance Guaranty”).

D. Each Exiting Originator desires to no longer be party to the PSA as an Originator thereunder effective as of the date hereof.

E. On or about November 3, 2023, Baytree, Inc. (“Baytree”), which was an Originator party to the PSA at such time, was dissolved in contravention of Sections 5.1 and 6.1(c) of the PSA (the “Subject Breach”).

F. The Subject Breach has resulted in an Event of Default and Purchase and Sale Termination Event (such Event of Default, Purchase and Sale Termination Event or any failure to give notice thereof and any breach of a representation, warranty, certification or statement regarding the absence of any Event of Default, Unmatured Event of Default, Purchase and Sale Termination Event or Unmatured Purchase and Sale Termination Event, in each case, solely to the extent arising from the Subject Breach, the “Subject Event”).

G. The Buyer, the Servicer, the Originators and the Performance Guarantor have requested that the Administrative Agent, the LC Bank, the Lenders and the LC Participants (collectively, the “Waiving Parties”) waive the occurrence of the Subject Event on the terms and subject to the conditions set forth herein.

H. The parties to the PSA desire to amend the PSA as set forth herein, and the Waiving Parties are willing to consent to such amendment.

NOW, THEREFORE, with the intention of being legally bound hereby, and in consideration of the mutual undertakings expressed herein, each party to this Amendment hereby agrees as follows:

SECTION 2. Amendments to the PSA. The PSA is hereby amended as follows:

- (a) Schedule I of the PSA is hereby replaced in its entirety with the schedule attached hereto as Schedule I.
- (b) Schedule II of the PSA is hereby replaced in its entirety with the schedule attached hereto as Schedule II.
- (c) Schedule III of the PSA is hereby replaced in its entirety with the schedule attached hereto as Schedule III.

SECTION 3. Release of Exiting Originators. The parties hereto hereby agree that upon the effectiveness of this Amendment, each Exiting Originator shall no longer (a) be a party to the PSA or any other Transaction Document and shall no longer have any obligations or rights thereunder (other than such obligations which by their express terms survive termination of the PSA or such other Transaction Document) and (b) sell any Receivables or Related Rights to the Buyer pursuant to the PSA or otherwise.

SECTION 4. Delegation and Assumption of Exiting Originators' and Baytree's Obligations. Effective immediately prior to the removal of each Exiting Originator as a party to the PSA pursuant to Section 2 above, each Exiting Originator hereby delegates to the Remaining Originators, and the Remaining Originators, jointly and severally, hereby assume all of each Exiting Originator's duties, obligations and liabilities, if any, under the PSA and each of the other Transaction Documents. The Remaining Originators, jointly and severally, hereby assume all of Baytree's duties, obligations and liabilities, to the extent if any, under the PSA and each of the other Transaction Documents.

SECTION 5. Cancellation of Subordinated Notes. Each Exiting Originator represents and warrants to the other parties hereto that it (a) currently holds the Subordinated Note made by the Buyer to such Exiting Originator (an "Exiting Originator Note") and (b) has not sold, pledged, assigned, or otherwise transferred such Exiting Originator Note or any interest therein. Each Exiting Originator acknowledges and agrees that all the Buyer's outstanding obligations (including, without limitation, any payment obligations) under the applicable Exiting Originator Note have been finally and fully paid and performed on or prior to the date hereof. Each Exiting Originator Note is hereby cancelled and shall have no further force or effect. The Buyer, the Servicer, the Originators and the Performance Guarantor represent and warrant that (a) the Buyer has never made any borrowings under the Subordinated Note made by the Buyer to Baytree (the "Baytree Note"), (b) the Buyer has no unpaid obligations or liabilities under the Baytree Note, (c) the Baytree Note has been cancelled and discharged and (d) Baytree has not sold, pledged, assigned, or otherwise transferred the Baytree Note or any interest therein.

SECTION 6. Consent to Assignment Agreement. The parties hereto consent to the Buyer and U. S. Lawns, Inc. entering into the Assignment Agreement in the form of Exhibit A hereto.

SECTION 7. Authorization to File Financing Statement. Upon the effectiveness of this Amendment, U. S. Lawns, Inc. and the Buyer hereby authorize the Administrative Agent to file (at the expense of the Buyer) one or more UCC-3 terminations in the form of Exhibit B hereto.

SECTION 8. Waiver; Limitations; Certain Agreements.

(a) Subject to the terms and conditions set forth herein, the Waiving Parties hereby waive the occurrence of the Subject Event.

(b) Notwithstanding anything to the contrary herein or in any Transaction Document, by executing this Agreement, the Waiving Parties are not now waiving, nor has any Waiving Party agreed to waive in the future, the breach of (or any rights and remedies related to the breach of)

any provisions of the PSA, the RFA, the Performance Guaranty or any other Transaction Document other than the Subject Event as strictly described herein. Each Waiving Party hereby specifically reserves any and all rights, remedies and claims it has with respect to any other breach of the provisions of the PSA, the RFA, the Performance Guaranty or any other Transaction Document (other than the Subject Event as strictly described herein) that may occur at any time. Each Waiving Party expressly reserves any and all rights, claims and remedies that it has or may have against the Buyer, the Servicer, the Originators, the Performance Guarantor or any other Person under the PSA, the RFA, the Performance Guaranty any other Transaction Document or any applicable law or otherwise.

(c) Without limiting the generality of the foregoing and for the avoidance of doubt, no Waiving Party is hereby waiving or releasing, nor has it agreed to waive or release in the future, any right or claim to indemnification or reimbursement by, or damages from, the Buyer, the Servicer, the Originators, the Performance Guarantor or any other Person under any Transaction Document, including without limitation, for any liability, obligation, loss, damage, penalty, judgment, settlement, cost, expense or disbursement resulting or arising directly or indirectly from Subject Event or otherwise.

SECTION 9. Representations and Warranties of the Originators and Servicer. The Buyer, the Originators, the Servicer and the Performance Guarantor each hereby represent and warrant to each of the parties hereto as of the date hereof as follows:

(a) *Representations and Warranties*. The representations and warranties made by it in the Transaction Documents (as amended or waived hereby) to which it is a party are true and correct as of the date hereof.

(b) *Enforceability*. The execution and delivery by it of this Amendment, and the performance of its obligations under this Amendment and the other Transaction Documents (as amended or waived hereby) to which it is a party are within its organizational powers and have been duly authorized by all necessary action on its part, and this Amendment and the other Transaction Documents (as amended or waived hereby) to which it is a party are (assuming due authorization and execution by the other parties thereto) its valid and legally binding obligations, enforceable in accordance with its terms, except (x) the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws from time to time in effect relating to creditors' rights, and (y) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(c) *No Event of Default; No Purchase and Sale Termination Event*. No Event of Default, Unmatured Event of Default, Purchase and Sale Termination Event or Unmatured Purchase and Sale Termination Event has occurred and is continuing (except to the extent waived hereby), or would occur as a result of this Amendment or the transactions contemplated hereby.

(d) *No Baytree-Originated Pool Receivables*. As of the date hereof, the Receivables Pool does not include any Receivables originated by Baytree.

SECTION 10.Effect of Amendment; Ratification. All provisions of the Transaction Documents, as expressly amended, waived and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the PSA (or in any other Transaction Document) to “this Purchase and Sale Agreement”, “this Agreement”, “hereof”, “herein” or words of similar effect referring to the PSA shall be deemed to be references to the PSA as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the PSA or any other Transaction Document other than as set forth herein. The PSA, the RFA, the Performance Guaranty, in each case, as amended or waived by this Amendment, are hereby ratified and confirmed in all respects.

SECTION 11.Effectiveness. This Amendment shall become effective, as of the date hereof, upon the Administrative Agent’s receipt of:

- (a) counterparts to this Amendment executed by each of the parties hereto; and
- (b) counterparts to the Assignment Agreement executed by each of the parties thereto.

SECTION 12.Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 13.Transaction Document. This Amendment shall be a Transaction Document for all purposes.

SECTION 14.Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail transmission shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “executed”, “signed”, “signature”, and words of like import in this Amendment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 15.GOVERNING LAW AND JURISDICTION.

(a) THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

SECTION 16. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, any other Transaction Document or any provision hereof or thereof.

SECTION 17. Reaffirmation. After giving effect to this Amendment and the transactions contemplated by this Amendment, all of the provisions of the Performance Guaranty shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Performance Guaranty and acknowledges that the Performance Guaranty has continued and shall continue in full force and effect in accordance with its terms.

SECTION 18. Collections Owning to U. S. Lawns, Inc. From and after the date hereof, the parties hereto hereby agree that all account debtors with respect to receivables owing to U. S. Lawns, Inc. shall be directed to make payments of any collections on such receivables to a deposit account other than a Collection Account.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

BRIGHTVIEW FUNDING LLC, a Delaware limited liability company, as
Buyer

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Vice President and Secretary

BRIGHTVIEW LANDSCAPES, LLC, a Delaware limited liability company,
as Servicer and a Remaining Originator

By: /s/ Robert Tyler
Name: Robert Tyler
Title: Assistant Treasurer

BRIGHTVIEW CHARGERS, INC., a Delaware corporation, as an Exiting
Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW ENTERPRISE SOLUTIONS, LLC, a Florida limited liability company, as a Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary, Executive Vice President and Chief Legal Officer

BRIGHTVIEW LANDSCAPE SERVICES, INC., an Arizona corporation, as a Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation, as a Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Colorado corporation, as a Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, as a
Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Georgia corporation, as a
Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Nevada corporation, as a
Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Texas corporation, as a
Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC., a California corporation, as a Remaining Originator

By: /s/ Tomas Kuehn
Name: Tomas Kuehn
Title: Secretary

BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation, as a Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

BRIGHTVIEW TREE CARE SERVICES, INC., a California corporation, as a Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

GTI 1, INC., a Nevada corporation, as a Remaining Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

U. S. LAWNS, INC., a Florida corporation, as an Exiting Originator

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

PNC BANK, NATIONAL ASSOCIATION,
as the Administrative Agent

By: /s/ Chris Blaney
Name: Chris Blaney
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and the LC Bank

By: /s/ Chris Blaney
Name: Chris Blaney
Title: Senior Vice President

MUFG BANK, LTD.
as a Lender

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

ACKNOWLEDGED AND AGREED TO BY:

BRIGHTVIEW HOLDINGS, INC.,

as the Performance Guarantor and on behalf of its wholly-owned subsidiary, Baytree, Inc.

By: /s/ Jonathan Gottsegen

Name: Jonathan Gottsegen

Title: Secretary, Executive Vice President
and Chief Legal Officer

S-6

*Sixth Amendment to
Purchase and Sale Agreement and Waiver
(BrightView)*

LIST AND LOCATION OF EACH ORIGINATOR

<u>Originator</u>	<u>Location</u>
BrightView Landscapes, LLC	Delaware
BrightView Enterprise Solutions, LLC	Florida
BrightView Landscape Services, Inc.	Arizona
BrightView Landscape Services, Inc.	California
BrightView Landscape Services, Inc.	Colorado
BrightView Landscape Services, Inc.	Florida
BrightView Landscape Services, Inc.	Georgia
BrightView Landscape Services, Inc.	Nevada
BrightView Landscape Services, Inc.	Texas
BrightView Landscape Development, Inc.	California
BrightView Golf Maintenance, Inc.	California
BrightView Tree Care Services, Inc.	California
GTI 1, Inc.	Nevada

Schedule I-1 *Sixth Amendment to**Purchase and Sale Agreement and Waiver
(BrightView)*

LOCATION OF BOOKS AND RECORDS OF ORIGINATORS

<u>Originator</u>	<u>Location of Books and Records</u>
BrightView Landscapes, LLC	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Enterprise Solutions, LLC	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Landscape Development, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Golf Maintenance, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
BrightView Tree Care Services, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422
GTI 1, Inc.	980 Jolly Road Blue Bell, Pennsylvania 19422

Schedule II-1 *Sixth Amendment to**Purchase and Sale Agreement and Waiver
(BrightView)*

TRADE NAMES

BrightView Landscapes, LLC

- BrightView

BrightView Enterprise Solutions, LLC

- BrightView

BrightView Landscape Services, Inc.

- BrightView

BrightView Landscape Services, Inc.

- BrightView

BrightView Landscape Services, Inc.

- BrightView

BrightView Landscape Services, Inc.

- BrightView

BrightView Landscape Services, Inc.

- BrightView

BrightView Landscape Services, Inc.

- BrightView

BrightView Landscape Services, Inc.

- BrightView

BrightView Landscape Development, Inc.

- BrightView

BrightView Golf Maintenance, Inc.

- BrightView

BrightView Tree Care Services, Inc.

- BrightView

GTI 1, Inc.

- BrightView

Schedule III-1

*Second Amendment to
Purchase and Sale Agreement and Waiver
(BrightView)*

EXHIBIT A

[Form of Assignment Agreement]

Exhibit A

*Second Amendment to
Purchase and Sale Agreement and Waiver
(BrightView)*

EXHIBIT B

[Form of UCC-3 Termination Statement]

Schedule B *Sixth Amendment to
Purchase and Sale Agreement (BrightView)*

ASSIGNMENT AGREEMENT

This Assignment Agreement (this “Assignment Agreement”) dated as of December 29, 2023 is between U. S. LAWNS, INC. a Florida corporation (the “Buyer”), and BRIGHTVIEW FUNDING LLC, a Delaware corporation (the “Seller”).

Reference is made to (i) the Receivables Financing Agreement, dated as of April 28, 2017 (as amended by the First Amendment to the Receivables Financing Agreement, dated as of February 21, 2019, the Second Amendment to the Receivables Financing Agreement, dated as of February 21, 2021, the Third Amendment to the Receivables Financing Agreement, dated as of June 22, 2022 and the Fourth Amendment to the Receivables Financing Agreement, dated as of August 31, 2023 and as further amended, supplemented or otherwise modified through and including the date hereof, the “Receivables Financing Agreement”), among the Seller, as borrower, BrightView Landscapes, LLC, as servicer (in such capacity, the “Servicer”), PNC Bank, National Association, as LC Bank and administrative agent (in such capacity, the “Administrative Agent”), PNC Capital Markets LLC, as structuring agent, and the Persons from time to time party thereto as Lenders and LC Participants, (ii) the Purchase and Sale Agreement, dated as of April 28, 2017 (as amended by the First Amendment to the Purchase and Sale Agreement and Omnibus Amendment to the Subordinated Notes, dated as of February 15, 2018, the Second Amendment to the Purchase and Sale Agreement, dated as of September 30, 2020, the Third Amendment to the Purchase and Sale Agreement, dated as of September 30, 2020, the Fourth Amendment to the Purchase and Sale Agreement, dated as of November 23, 2020 and the Fifth Amendment to the Purchase and Sale Agreement, dated as of December 21, 2021 and as further amended, supplemented or otherwise modified through the date hereof, the “Purchase and Sale Agreement”), among the various entities as Originators thereunder from time to time, the Servicer and the Seller and (iii) the Sixth Amendment to Purchase and Sale Agreement, dated as of the date hereof (the “Sale Agreement Amendment”), among the Servicer, the Seller, the Buyer, as the exiting originator, and the originators party thereto, as remaining originators. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Receivables Financing Agreement.

The Seller, the Servicer and the Buyer have informed the Lenders, the LC Bank and the Administrative Agent of the contemplated removal of the Buyer from the Purchase and Sale Agreement as an “Originator” thereunder. In connection therewith, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, all of the Receivables that are currently outstanding and owned by the Seller and that were originated by the Buyer (collectively, the “Subject Receivables”). The Subject Receivables are identified on the electronic data file which the Buyer (or the Servicer on its behalf) delivered to the Administrative Agent on or prior to the date hereof. In consideration of the payment by the Buyer to the Seller on the date hereof of the purchase price (the “Purchase Price”) in an amount equal to the reasonably equivalent value of the Subject Receivables on the date hereof, as mutually agreed by such parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns and transfers to the Buyer and its successors and assigns all right, title and interest of the Seller in and to:

- (a) each Subject Receivable;

- (b) all rights to all Related Security with respect to all such Subject Receivables (but only so long as such Related Security is related solely to Subject Receivables and not any other Receivables);
- (c) all books and records of the Buyer to the extent related to any of the foregoing, and all rights, remedies, powers, privileges, title and interest (but not obligations) in and to each Collection and all Collection Accounts, into which any Collections or other proceeds with respect to such Subject Receivables may be deposited, and any related investment property acquired with any such Collections or other proceeds (as such term is defined in the applicable UCC); and
- (d) all Collections and other proceeds (as defined in the UCC) of any of the foregoing that are or were received by Buyer (the items listed in clauses (b) through (d), collectively, the “Subject Receivables Related Rights” and together with the Subject Receivables, the “Transferred Property”).

provided however, that, for the avoidance of doubt, the Transferred Property shall not include any Related Rights to the extent relating to any Receivable that is not a Subject Receivable.

The Purchase Price shall be paid in full to the Seller by the Buyer on the date hereof in the form of (i) a reduction in the outstanding principal balance of the Subordinated Note in favor of the Buyer in an amount equal to the lesser of the Purchase Price and the outstanding principal balance of such Subordinated Note, plus (ii) to the extent the outstanding principal balance of such Subordinated Note is less than the Purchase Price immediately prior to giving effect to such payment, a cash payment in the amount of such difference in accordance with the terms hereof, which amount shall constitute a Collection on the Subject Receivables for all purposes of the Receivables Financing Agreement and shall be deposited on or prior to the date hereof into the Collection Account.

The assignment of the Seller made hereby is made without recourse, representation or warranty, except that the Seller represents and warrants that, immediately prior to such sale, assignment and transfer and after giving effect to the release contemplated below (a) it is the sole owner of the Transferred Property and (b) it is transferring the Transferred Property free and clear of any lien or encumbrance with respect thereto created by or through the Seller. It is the intention of the Seller and the Buyer that the assignment contemplated by this Assignment Agreement shall constitute a sale of the Transferred Property from the Seller to the Buyer and the beneficial interest in and title to such assets shall not be part of the Seller's estate in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law. Each of the Buyer and the Seller hereby covenant and agree that, notwithstanding anything to the contrary set forth in the Purchase and Sale Agreement, no Subject Receivable shall hereafter be sold, transferred or assigned by the Buyer to the Seller pursuant to the Purchase and Sale Agreement.

By executing a counterpart hereto (a) the Administrative Agent, the LC Bank and the Lenders each hereby acknowledge and consent to the transfers contemplated herein and (b) upon (x) the Administrative Agent's receipt of counterparts of this Assignment Agreement signed by each of the parties hereto, (y) payment by the Buyer to the Seller of the Purchase Price in accordance with the terms hereof and (z) satisfaction of each condition to effectiveness set forth

in the Sale Agreement Amendment, the Administrative Agent, LC Bank and each Lender hereby releases all of their respective right, title and interest in and to the Transferred Property, and any and all liens, security interests or other encumbrances granted to the Administrative Agent, LC Bank or the Lenders in the Transferred Property. Each of the Administrative Agent, the LC Bank, each Lender and the Seller hereby agrees that (a) the term "Receivable" as used in the Receivables Financing Agreement and the other Transaction Documents shall no longer include any Subject Receivables and (b) the term "Related Rights" or "Collections" as used in the Receivables Financing Agreement and the other Transaction Documents shall no longer include any Subject Receivables Related Rights.

This Assignment Agreement shall be a Transaction Document for purposes of the Receivables Financing Agreement.

Notwithstanding anything to the contrary herein or in the other Transaction Documents, by signing this Assignment Agreement, the Administrative Agent, the LC Bank and the Lenders are not now waiving, nor have they agreed to waive in the future, any Purchase and Sale Termination Event, Unmatured Purchase and Sale Termination Event, Event of Default or Unmatured Event of Default, or the breach of, or any rights and remedies related to the breach of, any provisions of the Purchase and Sale Agreement or any other Transaction Documents. This Assignment Agreement shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Receivables Financing Agreement, the Purchase and Sale Agreement or any other Transaction Document other than as expressly set forth herein.

Each of the Buyer and the Seller, as to itself represents and warrants to the Administrative Agent, each Lender and the LC Bank that, immediately after giving effect to the sales, assignments, transfers and releases contemplated hereby, (i) the representations and warranties of such Person contained in each of the Transaction Documents, are true and correct (unless stated to relate solely to an earlier date, in which case such representations or warranties were true and correct as of such earlier date) and (ii) no Purchase and Sale Termination Event, Unmatured Purchase and Sale Termination Event, Event of Default or Unmatured Event of Default shall exist.

This Assignment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart. The words "execution", "executed", "signed", "signature", and words of like import in this Assignment Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Assignment Agreement may not be amended or otherwise modified except in writing executed by each of the parties hereto.

The Buyer hereby agrees that it will not institute, or join any other Person in instituting, against the Seller any Insolvency Proceeding for at least one year and one day following the Final Payout Date.

Any provision of this Assignment Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

THIS ASSIGNMENT AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).

(continued on the following page)

IN WITNESS WHEREOF, the undersigned has caused this Assignment Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

BRIGHTVIEW FUNDING LLC,
as Seller

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Vice President and Secretary

U. S. LAWN, INC.,
as Buyer

By: /s/ Jonathan Gottsegen
Name: Jonathan Gottsegen
Title: Secretary

Acknowledged and Consented to:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: /s/ Chris Blaney
Name: Chris Blaney
Title: Senior Vice President

Acknowledged and Consented to:

PNC BANK, NATIONAL ASSOCIATION,
as Lender and LC Bank

By: /s/ Chris Blaney
Name: Chris Blaney
Title: Senior Vice President

MUFG BANK, LTD.
as Lender and LC Participant

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

The CORPORATE*plan for RetirementSM***EXECUTIVE PLAN****BASIC PLAN DOCUMENT****IMPORTANT NOTE**

This document has not been approved by the Department of Labor, the Internal Revenue Service or any other governmental entity. The Employer must determine whether the plan is subject to the Federal securities laws and the securities laws of the various states. The Employer may not rely on this document to ensure any particular tax consequences or to ensure that the Plan is “unfunded and maintained primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees” under the Employee Retirement Income Security Act with respect to the Employer’s particular situation. Fidelity Management Trust Company, its affiliates and employees cannot and do not provide legal or tax advice or opinions in connection with this document. This document does not constitute legal or tax advice or opinions and is not intended or written to be used, and it cannot be used by any taxpayer, for the purposes of avoiding penalties that may be imposed on the taxpayer. This document must be reviewed by the Employer’s attorney prior to adoption.

(07/2007)

ECM NQ 2007 BPD

© 2007 Fidelity Management & Research Company

**CORPORATEplan for Retirement EXECUTIVE
BASIC PLAN DOCUMENT**

ARTICLE 1. ADOPTION AGREEMENT	I
ARTICLE 2. DEFINITIONS	I
2.01 Definitions	i
ARTICLE 3. PARTICIPATION	VI
3.01 Date of Participation	vi
3.02 Participation Following a Change in Status	vi
ARTICLE 4. CONTRIBUTIONS	VII
4.01 Deferral Contributions	vii
4.02 Matching Contributions	ix
4.03 Employer Contributions	ix
4.04 Election Forms	ix
ARTICLE 5. PARTICIPANTS' ACCOUNTS	X
ARTICLE 6. INVESTMENT OF ACCOUNTS	X
6.01 Manner of Investment	x
6.02 Investment Decisions, Earnings and Expenses	x
ARTICLE 7. RIGHT TO BENEFITS.	X
7.01 Retirement	x
7.02 Death	x
7.03 Separation from Service.	xi
7.04 Vesting after Partial Distribution	xii
7.05 Forfeitures	xii
7.06 Change in Control	xii
7.07 Disability	xii
7.08 Directors	xii
ARTICLE 8. DISTRIBUTION OF BENEFITS	XII
8.01 Events Triggering, and Form of, Distributions.	xii
8.02 Notice to Trustee	xv
8.03 Unforeseeable Emergency Withdrawals	xv

ARTICLE 9. AMENDMENT AND TERMINATION	XV
9.01 Amendment by Employer	xv
9.02 Termination	xv
ARTICLE 10. MISCELLANEOUS	XV
10.01 Communication to Participants	xv
10.02 Limitation of Rights	xv
10.03 Nonalienability of Benefits	xv
10.04 Facility of Payment	xvi
10.05 Plan Records	xvi
10.06 USERRA	xvi
10.07 Governing Law	xvi
ARTICLE 11. PLAN ADMINISTRATION	XVI
11.01 Powers and Responsibilities of the Administrator	xvi
11.02 Claims and Review Procedures.	xvii

PREAMBLE

It is the intention of the Employer to establish herein an unfunded plan maintained solely for the purpose of providing deferred compensation for a select group of management or highly compensated employees as provided in ERISA. The Employer further intends that this Plan comply with Code section 409A, and the Plan is to be construed accordingly.

If the Employer has previously maintained the Plan described herein pursuant to a previously existing plan document or description, the Employer's adoption of this Plan document is an amendment and complete restatement of, and supersedes, such previously existing document or description with respect to benefits accrued or to be paid on or after the effective date of this document (except to the extent expressly provided otherwise herein).

Article 1. Adoption Agreement.

Article 2. Definitions.

2.01 Definitions.

- (a) Wherever used herein, the following terms have the meanings set forth below, unless a different meaning is clearly required by the context:
 - (1) "Account" means an account established on the books of the Employer for the purpose of recording amounts credited to a Participant and any income, expenses, gains, or losses attributable thereto.
 - (2) "Active Participant" means a Participant who is eligible to accrue benefits under a plan (other than earnings on amounts previously deferred) within the 24-month period ending on the date the Participant becomes a Participant under Section 3.01. Notwithstanding the above, however, a Participant is not an Active Participant if he has been paid all amounts deferred under the plan, provided that he was, on and before the date of the last payment, ineligible to continue or to elect to continue to participate in the plan for periods after such last payment (other than through an election of a different time and form of payment with respect to the amounts paid).
 - (A) For purposes of Section 4.01(d), as used in the first paragraph of the definition of "Active Participant" above, "plan" means an account balance plan (or portion thereof) of the Employer or a Related Employer subject to Code section 409A pursuant to which the Participant is eligible to accrue benefits only if the Participant elects to defer compensation thereunder, and the "date the Participant becomes a Participant under Section 3.01" refers only to the date the

Participant becomes a Participant with respect to Deferral Contributions.

- (B) For purposes of Section 8.01(a)(2), as used in the first paragraph of the definition of “Active Participant” above, “plan” means an account balance plan (or portion thereof) of the Employer or a Related Employer subject to Code section 409A pursuant to which the Participant is eligible to accrue benefits without any election by the Participant to defer compensation thereunder, and the “date the Participant becomes a Participant under Section 3.01” refers only to the date the Participant becomes a Participant with respect to Matching or Employer Contributions.
- (3) “Administrator” means the Employer adopting this Plan (but excluding Related Employers) or other person designated by the Employer in Section 1.01(c).
- (4) “Adoption Agreement” means Article 1, under which the Employer establishes and adopts or amends the Plan and selects certain provisions of the Plan. The provisions of the Adoption Agreement are an integral part of the Plan.
- (5) “Beneficiary” means the person or persons entitled under Section 7.02 to receive benefits under the Plan upon the death of a Participant.
- (6) “Bonus” means any Performance-based Bonus or any Non-performance-based Bonus as listed and identified in the table in Section 1.05(a)(2) hereof.
- (7) “Change in Control” means a change in control with respect to the applicable corporation, as defined in 26 CFR section 1.409A-3(i)(5). For purposes of this definition “applicable corporation” means:
 - (A) The corporation for which the Participant is performing services at the time of the change in control event;
 - (B) The corporation(s) liable for payment hereunder (but only if either the accrued benefit hereunder is attributable to the performance of service by the Participant for such corporation(s) or there is a bona fide business purpose for such corporation(s) to be liable for such payment and, in either case, no significant purpose of making such corporation(s) liable for such benefit is the avoidance of Federal income tax); or
 - (C) A corporate majority shareholder of one of the corporations described in (A) or (B) above or any corporation in a chain of corporations in which each corporation is a majority shareholder of

another corporation in the chain, ending in a corporation identified in (A) or (B) above.

- (8) “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- (9) “Compensation” means for purposes of Article 4:
 - (A) If the Employer elects Section 1.04(a), such term as defined in such Section 1.04(a).
 - (B) If the Employer elects Section 1.04(b), wages as defined in Code section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer’s trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d) and 6051(a)(3), excluding any items elected by the Employer in Section 1.04(b), reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits, but including amounts that are not includable in the gross income of the Employee under a salary reduction agreement by reason of the application of Code section 125, 132(f)(4), 402(e)(3), 402(h) or 403(b). Compensation shall be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).
 - (C) If the Employer elects Section 1.04(c), any and all monetary remuneration paid to the Director by the Employer, including, but not limited to, meeting fees and annual retainers, and excluding items listed in Section 1.04(c).

For purposes of this Section 2.01(a)(9), Compensation shall also include amounts deferred pursuant to an election under Section 4.01.

- (10) “Deferral Contribution” means a hypothetical contribution credited to a Participant’s Account as the result of the Participant’s election to reduce his Compensation in exchange for such credit, as described in Section 4.01.
- (11) “Director” means a person, other than an Employee, who is elected or appointed as a member of the board of directors of the Employer, with respect to a corporation, or to an analogous position with respect to an entity that is not a corporation.
- (12) “Disability” is described in Section 1.07(a)(2).

- (13) "Employee" means any employee of the Employer.
- (14) "Employer" means the employer named in Section 1.02(a) and any Related Employers listed in Section 1.02(b).
- (15) "Employer Contribution" means a hypothetical contribution credited to a Participant's Account under the Plan as a result of the Employer's crediting of such amount, as described in Section 4.03.
- (16) "Employment Commencement Date" means the date on which the Employee commences employment with the Employer.
- (17) "ERISA" means the Employee Retirement Income Security Act of 1974, as from time to time amended.
- (18) "Inactive Participant" means a Participant who is not an Employee or Director.
- (19) "Matching Contribution" means a hypothetical contribution credited to a Participant's Account under the Plan as a result of the Employer's crediting of such amount, as described in Section 4.02.
- (20) "Non-performance-based Bonus" means any Bonus listed under the column entitled "non-performance based" in Section 1.05(a)(2).
- (21) "Participant" means any Employee or Director who participates in the Plan in accordance with Article 3 (or formerly participated in the Plan and has an amount credited to his Account).
- (22) "Performance-based Bonus" means any Bonus listed under the column entitled "performance based" in Section 1.05(a)(2), which constitutes compensation, the amount of, or entitlement to, which is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months and which is further defined in 26 CFR section 1.409A-1(e).
- (23) "Permissible Investment" means the investments specified by the Employer as available for hypothetical investment of Accounts. The Permissible Investments under the Plan are listed in the Service Agreement, and the provisions of the Service Agreement listing the Permissible Investments are hereby incorporated herein.
- (24) "Plan" means the plan established by the Employer as set forth herein as a new plan or as an amendment to an existing plan, such establishment to be evidenced by the Employer's execution of the Adoption Agreement, together with any and all amendments hereto.

- (25) “Related Employer” means any employer other than the Employer named in Section 1.02(a), if the Employer and such other employer are members of a controlled group of corporations (as defined in Code section 414(b)) or trades or businesses (whether or not incorporated) under common control (as defined in Code section 414(c)).
- (26) “Separation from Service” means the date the Participant retires or otherwise has a termination of employment (or a termination of the contract pursuant to which the Participant has provided services as a Director, for a Director Participant) with the Employer and all Related Employers, as further defined in 26 CFR section 1.409A-1(h); provided, however, that
- (A) For purposes of this paragraph (26), the definition of “Related Employer” shall be modified as follows:
- (i) In applying Code section 1563(a)(1), (2) and (3) for purposes of determining a controlled group of corporations under Code section 414(b), the phrase “at least 50%” shall be used instead of “at least 80 percent” each place “at least 80 percent” appears in Code section 1563(a)(1), (2) and (3); and
- (ii) In applying 26 CFR section 1.414(c)-2 for purposes of determining trades or business (whether or not incorporated) under common control for purposes of Code section 414(c), the phrase “at least 50%” shall be used instead of “at least 80 percent” each place “at least 80 percent” appears in 26 CFR section 1.414(c)-2.
- (B) In the event a Participant provides services to the Employer or a Related Employer as an Employee and a Director,
- (i) The Employee Participant’s services as a Director are not taken into account in determining whether the Participant has a Separation from Service as an Employee; and
- (ii) The Director Participant’s services as an Employee are not taken into account in determining whether the Participant has a Separation from Service as a Director provided that this Plan is not aggregated with a plan subject to Code section 409A in which the Director Participant participates as an employee of the Employer or a Related Employer or in which the Employee Participant participates as a director (or a similar position with respect to a non-corporate entity) of the Employer or a Related Employer, as applicable, pursuant to 26 CFR section 1.409A-1(c)(2)(ii).

- (27) “Service Agreement” means the agreement between the Employer and Trustee regarding the arrangement between the parties for recordkeeping services with respect to the Plan.
- (28) “Specified Employee,” (unless defined by the Employer in a separate writing, in which case such writing is hereby incorporated herein) means a Participant who meets the requirements in 26 CFR section 1.409A-1(i) applying the default definition components provided in such regulation (those that would apply absent elections, as described in 26 CFR section 1.409A-1(i)(8)), including an identification date of December 31. In the event that such default definition components are applicable, the Employer has elected Section 1.01(b)(2) and, immediately prior to the date in Section 1.01(b)(2), the Plan applied an identification date (the “prior date”) other than the December 31, the prior date shall continue to apply, and December 31 shall not apply, until the date that is 12 months after the date in Section 1.01(b)(2).
- (29) “Trust” means the trust created by the Employer, pursuant to the Trust agreement between the Employer and the Trustee, under which assets are held, administered, and managed, subject to the claims of the Employer’s creditors in the event of the Employer’s insolvency, until paid to Participants and their Beneficiaries as specified in the Plan.
- (30) “Trust Fund” means the property held in the Trust by the Trustee.
- (31) “Trustee” means the individual(s) or entity appointed by the Employer under the Trust agreement.
- (32) “Unforeseeable Emergency” is as defined in 26 CFR section 1.409A-3(i)(3)(i).
- (33) “Year of Service” is as defined in Section 7.03(b) for purposes of the elapsed time method and in Section 7.03(c) for purposes of the class year method.
- (b) Pronouns used in the Plan are in the masculine gender but include the feminine gender unless the context clearly indicates otherwise.

Article 3. Participation.

3.01 Date of Participation. An Employee or Director becomes a Participant on the date such Employee’s or Director’s participation becomes effective (as described in Section 1.03).

3.02 Participation following a Change in Status.

- (a) If a Participant ceases to be an Employee or Director and thereafter resumes the same status he had as a Participant during his immediately previous participation

in the Plan (as an Employee if previously a Participant as an Employee and as a Director if previously a Participant as a Director), he will again become a Participant immediately upon resumption of such status, provided, however, that if such Participant is a Director, he is an eligible Director upon resumption of such status (as defined in Section 1.03(b)), and provided, further, that if such Participant is an Employee, he is an eligible Employee upon resumption of such status (as defined in Section 1.03(a)). Deferral Contributions to such Participant's Account thereafter, if any, shall be subject to (1) or (2) below.

- (1) If the Participant resumes such status during a period for which such Participant had previously made a valid deferral election pursuant to Section 4.01, he shall immediately resume such Deferral Contributions. Deferral Contributions applicable to periods thereafter shall be made pursuant to the election and other rules described in Section 4.01.
 - (2) If the Participant resumes such status after the period described in the first sentence of paragraph (1) of this Section 3.02, any Deferral Contributions with respect to such Participant shall be made pursuant to the election and other rules described in Section 4.01.
- (b) When an individual who is a Participant due to his status as an eligible Employee (as defined in Section 1.03(a)) continues in the employ of the Employer or Related Employer but ceases to be an eligible Employee, the individual shall not receive an allocation of Matching or Employer Contributions for the period during which he is not an eligible Employee. Such Participant shall continue to make Deferral Contributions throughout the remainder of the applicable period (as described in Section 4.01) in which such change in status occurs, if, and as, applicable.
- (c) When an individual who is a Participant due to his status as an eligible Director (as defined in Section 1.03(b)) continues his directorship with the Employer or a Related Employer but ceases to be an eligible Director, the individual shall not receive an allocation of Matching or Employer Contributions for the period during which he is not an eligible Director. Such Participant shall continue to make Deferral Contributions throughout the remainder of the applicable period (as described in Section 4.01) in which such change in status occurs, if, and as, applicable.

Article 4. Contributions.

4.01 Deferral Contributions. If elected by the Employer pursuant to Section 1.05(a) and/or 1.06(a), a Participant described in such applicable Section may elect to reduce his Compensation by a specified percentage or dollar amount. The Employer shall credit an amount to the Participant's Account equal to the amount of such reduction. Except as otherwise provided in this Section 4.01, such election shall be effective to defer Compensation relating to all services performed in the calendar year beginning after the calendar year in which the Participant executes the election. Under no circumstances may a salary reduction agreement be adopted retroactively.

If the Employer has elected to apply Section 1.05(a)(2), no amount will be deducted from Bonuses unless the Participant has made a separate deferral election applicable to such Bonuses. A Participant's election to defer Compensation may be changed at any time before the last permissible date for making such election, at which time such election becomes irrevocable. Notwithstanding anything herein to the contrary, the conditions under which a Participant may make a deferral election as provided in the applicable salary reduction agreement are hereby incorporated herein and supersede any otherwise inconsistent Plan provision.

- (a) **Performance Based Bonus.** With respect to a Performance-based Bonus, a separate election made pursuant to Section 1.05(a)(2) will be effective to defer such Bonus if made no later than 6 months before the end of the period during which the services on which such Performance-based Bonus is based are performed.
- (b) **Fiscal Year Bonus.** With respect to a Bonus relating to a period of service coextensive with one or more consecutive fiscal years of the Employer, of which no amount is paid or payable during the service period, a separate election pursuant to Section 1.05(a)(2) will be effective to defer such Bonus if made no later than the close of the Employer's fiscal year next preceding the first fiscal year in which the Participant performs any services for which such Bonus is payable.
- (c) **Cancellation of Salary Reduction Agreement.**
 - (1) The Administrator may cancel a Participant's salary reduction agreement pursuant to the provisions of 26 CFR section 1.409A-3(j)(4)(viii) in connection with the Participant's Unforeseeable Emergency. To the extent required pursuant to the application of 26 CFR section 1.401(k)-1(d)(3) (or any successor thereto), a Participant's salary reduction agreement shall be automatically cancelled.
 - (2) The Administrator may cancel a Participant's salary reduction agreement pursuant to the provisions of 26 CFR section 1.409A-3(j)(4)(xii) in connection with the Participant's disability. Such cancellation must occur by the later of the end of the Participant's taxable year or the 15th day of the third month following the date the Participant incurs a disability. For purposes of this paragraph (2), a disability is any medically determinable physical or mental impairment resulting in the Participant's inability to perform the duties of his or her position or any substantially similar position, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six months.

In no event may the Participant, directly or indirectly, elect such a cancellation. A cancellation pursuant to this subsection (c) shall apply only to Compensation not yet earned.

- (d) **Initial Deferral Election.** Notwithstanding the above, if the Participant is not an Active Participant, the Participant may make an election to defer Compensation

within 30 days after the Participant becomes a Participant, which election shall be effective with respect to Compensation payable for services performed during the calendar year (or other deferral period described in (a) or (b) above, as applicable) and after the date of such election. For Compensation that is earned based upon a specified performance period (e.g., an annual bonus) an election pursuant to this subsection (d) will be effective to defer an amount equal to the total amount of the Compensation for the performance period multiplied by the ratio of the number of days remaining in the performance period after the election over the total number of days in the performance period.

4.02 Matching Contributions. If so provided by the Employer in Section 1.05(b) and/or 1.06(b)(1), the Employer shall credit a Matching Contribution to the Account of each Participant entitled to such Matching Contribution. The amount of the Matching Contribution shall be determined in accordance with Section 1.05(b) and/or 1.06(b)(1), as applicable, provided, however, that the Matching Contributions credited to the Account of a Participant pursuant to Section 1.05(b)(2) shall be limited pursuant to (a) and (b) below:

- (a) The sum of Matching Contributions made on behalf of a Participant pursuant to Section 1.05(b)(2) for any calendar year and any other benefits the Participant accrues pursuant to another plan subject to Code section 409A as a result of such Participant's action or inaction under a qualified plan with respect to elective deferrals and other employee pre-tax contributions subject to the contribution restrictions under Code section 401(a)(30) or 402(g) shall not result in an increase in the amounts deferred under all plans subject to Code section 409A in which the Participant participates in excess of the limit with respect to elective deferrals under Code section 402(g)(1)(A), (B) and (C) in effect for the calendar year in which such action or inaction occurs; and
- (b) The Matching Contributions made on behalf of a Participant pursuant to Section 1.05(b)(2) shall never exceed 100% of the matching amounts that would be provided under the qualified employer plan identified in Section 1.05(b)(2) absent any plan-based restrictions that reflect limits on qualified plan contributions under the Code.

4.03 Employer Contributions. If so provided by the Employer in Section 1.05(c)(1) and/or 1.06(b)(2), the Employer shall make an Employer Contribution to be credited to the Account of each Participant entitled thereto in the amount provided in such Section(s). If so provided by the Employer in Section 1.05(c)(2) and/or 1.06(b)(3), the Employer may make an Employer Contribution to be credited to the Account maintained on behalf of any Participant in such an amount as the Employer, in its sole discretion, shall determine, subject to the provisions of the applicable Section.

4.04 Election Forms. Notwithstanding anything herein to the contrary, the terms of an election form with respect to the conditions under which a Participant may make any election hereunder, as provided in such form (whether electronic or otherwise) are hereby incorporated herein and supersede any otherwise inconsistent Plan provision.

Article 5. Participants' Accounts. The Administrator will maintain an Account for each Participant, reflecting hypothetical contributions credited to the Participant, along with hypothetical earnings, expenses, gains and losses, pursuant to the terms hereof. A hypothetical contribution shall be credited to the Account of a Participant on the date determined by the Employer and accepted by the Plan recordkeeper. The Administrator will maintain such other accounts and records as it deems appropriate to the discharge of its duties under the Plan.

Article 6. Investment of Accounts.

6.01 Manner of Investment. All amounts credited to the Accounts of Participants shall be treated as though invested and reinvested only in Permissible Investments.

6.02 Investment Decisions, Earnings and Expenses. Investments in which the Accounts of Participants shall be treated as invested and reinvested shall be directed by the Employer or by each Participant, or both, in accordance with Section 1.09. All dividends, interest, gains, and distributions of any nature that would be earned on a Permissible Investment will be credited to the Account as though reinvested in additional shares of that Permissible Investment. Expenses that would be attributable to such investments shall be charged to the Account of the Participant.

Article 7. Right to Benefits.

7.01 Retirement. If provided by the Employer in Section 1.08(e)(1), the Account of a Participant or an Inactive Participant who attains retirement eligibility prior to a Separation from Service will be 100% vested.

7.02 Death. If provided by the Employer in Section 1.08(e)(2), the Account of a Participant or former Participant who dies before the distribution of his entire Account will be 100% vested, provided that at the time of his death he is earning Years of Service.

A Participant may designate a Beneficiary or Beneficiaries, or change any prior designation of Beneficiary or Beneficiaries, by giving notice to the Administrator on a form designated by the Administrator. If more than one person is designated as the Beneficiary, their respective interests shall be as indicated on the designation form.

A copy of the death certificate or other sufficient documentation must be filed with and approved by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's Account, such amount will be paid to his surviving spouse or, if none, to his estate (such spouse or estate shall be deemed to be the Beneficiary for purposes of the Plan). If a Beneficiary dies after benefits to such Beneficiary have commenced, but before they have been completed, and, in the opinion of the Administrator, no person has been designated to receive such remaining benefits, then such benefits shall be paid to the deceased Beneficiary's estate.

A distribution to a Beneficiary of a Specified Employee is not considered to be a payment to a Specified Employee for purposes of Sections 1.07 and 8.01(e).

7.03 Separation from Service.

- (a) **General.** If provided by the Employer in Section 1.08, and subject to Section 1.08(e)(2), if a Participant has a Separation from Service, he will be entitled to a benefit equal to (i) the vested percentage(s) of the value of the Matching and Employer Contributions credited to his Account, as adjusted for income, expense, gain, or loss, such percentage(s) determined in accordance with the vesting schedule(s) and methodology selected by the Employer in Section 1.08, and (ii) the value of the Deferral Contributions to his Account as adjusted for income, expense, gain, or loss. The amount payable under this Section 7.03 will be distributed in accordance with Article 8.
- (b) **Elapsed Time Vesting.** Unless otherwise provided by the Employer in Section 1.08, vesting shall be determined based on the elapsed time method. For purposes of the elapsed time method, “Years of Service” means, with respect to any Participant or Inactive Participant, the number of whole years of his periods of service with the Employer and any Related Employers (as defined in Section 2.01(a)(26)(A)), subject to any exclusion elected by the Employer in Section 1.08(c). A Participant or Inactive Participant will receive credit for the aggregate of all time period(s) commencing with his Employment Commencement Date and ending on the date a break in service begins, unless any such years are excluded by Section 1.08(c). A Participant or Inactive Participant will also receive credit for any period of severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.
- A break in service is a period of severance of at least 12 consecutive months. A “period of severance” is a continuous period of time beginning on the date the Participant or Inactive Participant incurs a Separation from Service, or if earlier, the 12-month anniversary of the date on which the Participant or Inactive Participant was otherwise first absent from service.
- Notwithstanding the above, the Employer shall comply with any service crediting rules to the extent required by applicable law.
- (c) **Class Year Vesting.** If provided by the Employer in Section 1.08, a Participant’s or Inactive Participant’s vested percentage in the Matching Contributions and/or Employer Contributions portion(s) of his Account shall be determined pursuant to the class year method. Pursuant to such method, amounts attributable to the applicable contribution types are assigned to “class years” established in the records of the Plan. Such class years are years (calendar or non-calendar) to which the contribution is assigned by the Administrator, as described in the Service Agreement between the Trustee and the Employer. The Participant’s or Inactive Participant’s vested percentage in amounts attributable to a particular contribution is determined from the beginning of the applicable class year to the date the Participant or Inactive Participant incurs a Separation from Service. For purposes

of the class year method, a Participant or Inactive Participant is credited with a Year of Service on the first day of each such class year.

7.04 Vesting after Partial Distribution. If a distribution from a Participant's Account has been made to him at a time when his Account is less than 100% vested, the vesting schedule in Section 1.08 will thereafter apply only to amounts in his Account attributable to Matching Contributions and Employer Contributions credited after such distribution. The balance of his Account attributable to Matching Contributions and Employer Contributions immediately after such distribution will be subject to the following for the purpose of determining his interest therein.

At any relevant time prior to a forfeiture of any portion thereof under Section 7.05, a Participant's nonforfeitable interest in the portion of his Account described in the sentence immediately above will be equal to $P(AB + (RxD)) - (RxD)$, where P is the nonforfeitable percentage at the relevant time determined under Section 1.08; AB is the account balance of such portion at the relevant time; D is the amount of the distribution; and R is the ratio of the account balance of such portion at the relevant time to the account balance of such portion after distribution. Following a forfeiture of any portion of such portion under Section 7.05 below, any balance with respect to such portion will remain fully vested and nonforfeitable.

7.05 Forfeitures. Once payments are to commence to a Participant or Inactive Participant hereunder, the portion of such Account subject to the same payment commencement date but not yet vested, if any, (determined by his vested percentage at such payment commencement date) will be forfeited by him

7.06 Change in Control. If the Employer has elected to apply Section 1.07(a)(3)(D), then, upon a Change in Control, notwithstanding any other provision of the Plan to the contrary, all Participant Accounts shall be 100% vested.

7.07 Disability. If the Employer has elected to apply Section 1.08(e)(3), then, upon the date a Participant incurs a Disability, as defined in Section 1.07(a)(2), notwithstanding any other provision of the Plan to the contrary, all Accounts of such Participant shall be 100% vested.

7.08 Directors. Notwithstanding any other provision of the Plan to the contrary, all Accounts of a Participant who is a Director shall be 100% vested at all times, including Accounts attributable to the Participant's service as an Employee, if any.

Article 8. Distribution of Benefits.

8.01 Events Triggering, and Form of, Distributions.

- (a) Events triggering the distribution of benefits and the form of such distributions are described in Section 1.07(a), pursuant to the Employer's election and/or the Participant's election, as applicable.
- (1) With respect to the form and time of distribution of amounts attributable to a Deferral Contribution, a Participant election must be made no later than

the time by which the Participant must elect to make a Deferral Contribution, as described in Section 4.01.

- (2) With respect to the form and time of distribution of amounts attributable to Matching or Employer Contributions, a Participant election must be made no later than the time by which a Participant would be required to make a Deferral Contribution as described in Section 4.01 with respect to the calendar year for which the Matching and/or Employer Contributions are credited. For purposes of applying Section 4.01(d) "Active Participant" shall have the meaning assigned in Section 2.01(a)(2)(B).
 - (3) Notwithstanding anything herein to the contrary, an election choosing a distribution trigger and payment method pursuant to Section 1.07(a)(1) will only be effective with respect to amounts attributable to contributions credited to the Participant's Account for the calendar year (or other deferral period described in 4.01(a) or (b)) to which such election relates. Amounts attributable to contributions credited to a Participant's account prior to the effective date of any new election will not be affected and will be paid in accordance with the otherwise applicable election.
- (b) If the Employer elects to permit a distribution election change pursuant to Section 1.07(b), then any such distribution election change must satisfy (1) through (3) below:
- (1) Such election may not take effect until at least 12 months after the date on which such election is made.
 - (2) In the case of an election related to a payment not on account of Disability, death or the occurrence of an Unforeseeable Emergency, the payment with respect to which such election is made must be deferred for a period of not less than five years from the date such payment would otherwise have been paid (or in the case of installment payments, five years from the date the first amount was scheduled to be paid).
 - (3) Any election related to a payment at a specified time or pursuant to a fixed schedule may not be made less than 12 months prior to the date the payment is scheduled to be paid (or in the case of installment payments, 12 months prior to the date the first amount was scheduled to be paid).
- With respect to any initial distribution election, a Participant shall in no event be permitted to make more than one distribution election change.
- (c) A Participant's entitlement to installments will not be treated as an entitlement to a series of separate payments.

- (d) If the Plan does not provide for Plan-level payment triggers pursuant to Section 1.07(a)(3), and the Participant does not designate in the manner prescribed by the Administrator the method of distribution, and/or the distribution trigger (if and as required), such method of distribution shall be a lump sum at Separation from Service.
- (e) Notwithstanding anything herein to the contrary, with respect to any Specified Employee, if the applicable payment trigger is Separation from Service, then payment shall not commence before the date that is six months after the date of Separation from Service (or, if earlier, the date of death of the Specified Employee, pursuant to Section 7.02). Payments to which a Specified Employee would otherwise be entitled during the first six months following the date of Separation from Service are delayed by six months.
- (f) Notwithstanding anything herein to the contrary, the Administrator may, in its discretion, automatically pay out a Participant's vested Account in a lump sum, provided that such payment satisfies the requirements in (1) through (3) below:
 - (1) Such payment results in the termination and liquidation of the entirety of the Participant's interest under the plan (as defined in 26 CFR section 1.409A-1(c)(2)), including all agreements, methods, programs, or other arrangements with respect to which deferrals of compensation are treated as having been deferred under a single nonqualified deferred compensation plan under 26 CFR section 1.409A-1(c)(2);
 - (2) Such payment is not greater than the applicable dollar amount under Code section 402(g)(1)(B); and
 - (3) Such exercise of Administrator discretion is evidenced in writing no later than the date of such payment.
- (g) Notwithstanding anything herein to the contrary, the Administrator may, in its discretion, delay a payment otherwise required hereunder to a date after the designated payment date due to any of the circumstances described in (1) through (4) below, provided that the Administrator treats all payments to similarly situated Participants on a reasonably consistent basis.
 - (1) In the event the Administrator reasonably anticipates that, if the payment were made as scheduled, the Employer's deduction with respect to such payment would not be permitted due to the application of Code section 162(m), provided the delay complies with the conditions in 26 CFR section 1.409A-2(b)(7)(i).
 - (2) In the event the Administrator reasonably anticipates that the making of such payment will violate Federal securities laws or other applicable law,

provided the delay complies with the conditions in 26 CFR section 1.409A-2(b)(7)(ii).

- (3) Upon such other events and conditions as the Commissioner of the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.
- (4) Upon a change in control event, provided the delay complies with conditions in 26 CFR section 1.409A-3(i)(5)(iv).
- (h) Notwithstanding anything herein to the contrary, the Administrator may provide an election to change the time or form of a payment hereunder to satisfy the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, 38 USC sections 4301 through 4344.

8.02 Notice to Trustee. The Administrator will provide direction to the Trustee, as provided in the Trust agreement, whenever any Participant or Beneficiary is entitled to receive benefits under the Plan. The Administrator's notice shall indicate the form, amount and frequency of benefits that such Participant or Beneficiary shall receive.

8.03 Unforeseeable Emergency Withdrawals. Notwithstanding anything herein to the contrary, a Participant may apply to the Administrator to withdraw some or all of his Account if such withdrawal is made on account of an Unforeseeable Emergency as determined by the Administrator in accordance with the requirements of and subject to the limitations provided in 26 CFR section 1.409A-3(i)(3).

Article 9. Amendment and Termination.

9.01 Amendment by Employer. The Employer reserves the authority to amend the Plan in its discretion. Any such amendment notwithstanding, no Participant's Account shall be reduced by such amendment below the amount to which the Participant would have been entitled if he had voluntarily left the employ of the Employer immediately prior to the date of the change.

9.02 Termination. The Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may terminate the Plan at any time by written notice delivered to the Trustee without any liability hereunder for any such discontinuance or termination. Such termination shall comply with 26 CFR section 1.409A-3(j)(4)(ix) and other applicable guidance.

Article 10. Miscellaneous.

10.01 Communication to Participants. The Plan will be communicated to all Participants by the Employer promptly after the Plan is adopted.

10.02 Limitation of Rights. Neither the establishment of the Plan and the Trust, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the

Employer, Administrator or Trustee, except as provided herein; in no event will the terms of employment or service of any individual be modified or in any way affected hereby.

10.03 Nonalienability of Benefits. The benefits provided hereunder will not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, either voluntarily or involuntarily, and any attempt to cause such benefits to be so subjected will not be recognized, except to such extent as may be required by law and as provided pursuant to a domestic relations order (defined in Code section 414(p)(1)(B)), as determined by the Administrator. Pursuant to a domestic relations order, payments may be accelerated to a time sooner, and pursuant to a schedule more rapid, than the time and schedule applicable in the absence of the domestic relations order, provided that such payment pursuant to such order is not made to the Participant and provided further that this provision shall not be construed to provide the Participant discretion regarding whether such payment time or schedule will be accelerated.

10.04 Facility of Payment. In the event the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may disburse such payments, or direct the Trustee to disburse such payments, as applicable, to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under State law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient.

10.05 Plan Records. The Administrator shall maintain the records of the Plan on a calendar-year basis.

10.06 USERRA. Notwithstanding anything herein to the contrary, the Administrator shall permit any Participant election and make any payments hereunder required by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, 38 USC 4301-4334.

10.07 Governing Law. The Plan and the accompanying Adoption Agreement will be construed, administered and enforced according to ERISA, and to the extent not preempted thereby, the laws of the State in which the Employer has its principal place of business, without regard to the conflict of laws principles of such State.

Article 11. Plan Administration.

11.01 Powers and Responsibilities of the Administrator. The Administrator has the full power and the full responsibility to administer the Plan in all of its details, subject, however, to the applicable requirements of ERISA. The Administrator's powers and responsibilities include, but are not limited to, the following:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;

- (b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To administer the claims and review procedures specified in Section 11.02;
- (e) To compute the amount of benefits which will be payable to any Participant, former Participant or Beneficiary in accordance with the provisions of the Plan;
- (f) To determine the person or persons to whom such benefits will be paid;
- (g) To authorize the payment of benefits;
- (h) To appoint such agents, counsel, accountants, and consultants as may be required to assist in administering the Plan; and
- (i) By written instrument, to allocate and delegate its responsibilities, including the formation of an administrative committee to administer the Plan.

11.02 Claims and Review Procedures.

- (a) **Claims Procedure.** If any person believes he is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review, including a statement of the such person's right to bring a civil action under ERISA section 502(a) following an adverse determination upon review. Such notification will be given within 90 days after the claim is received by the Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period).

If the claim concerns disability benefits under the Plan, the Plan Administrator must notify the claimant in writing within 45 days after the claim has been filed in order to deny it. If special circumstances require an extension of time to process the claim, the Plan Administrator must notify the claimant before the end of the 45-day period that the claim may take up to 30 days longer to process. If special circumstances still prevent the resolution of the claim, the Plan Administrator may then only take up to another 30 days after giving the claimant notice before the end of the original 30-day extension. If the Plan Administrator gives the claimant notice that the

claimant needs to provide additional information regarding the claim, the claimant must do so within 45 days of that notice.

- (b) **Review Procedure.** Within 60 days after the date on which a person receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such person (or his duly authorized representative) may (i) file a written request with the Administrator for a review of his denied claim and of pertinent documents and (ii) submit written issues and comments to the Administrator. This written request may include comments, documents, records, and other information relating to the claim for benefits. The claimant shall be provided, upon the claimant's request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Administrator will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The decision on review will be made within 60 days after the request for review is received by the Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period). The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

If the initial claim was for disability benefits under the Plan and has been denied by the Plan Administrator, the claimant will have 180 days from the date the claimant received notice of the claim's denial in which to appeal that decision. The review will be handled completely independently of the findings and decision made regarding the initial claim and will be processed by an individual who is not a subordinate of the individual who denied the initial claim. If the claim requires medical judgment, the individual handling the appeal will consult with a medical professional whom was not consulted regarding the initial claim and who is not a subordinate of anyone consulted regarding the initial claim and identify that medical professional to the claimant.

The Plan Administrator shall provide the claimant with written notification of a plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant – the specific reason or reasons for the adverse determinations, reference to the specific plan provisions on which the benefit determination is based, a statement that the claimant is entitled to receive, upon the

claimant's request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

The CORPORATE *plan for Retirement*SM
EXECUTIVE PLAN

Adoption Agreement

IMPORTANT NOTE

This document has not been approved by the Department of Labor, the Internal Revenue Service or any other governmental entity. An Employer must determine whether the plan is subject to the Federal securities laws and the securities laws of the various states. An Employer may not rely on this document to ensure any particular tax consequences or to ensure that the Plan is "unfunded and maintained primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees" under the Employee Retirement Income Security Act with respect to the Employer's particular situation. Fidelity Management Trust Company, its affiliates and employees cannot and do not provide legal or tax advice or opinions in connection with this document. This document does not constitute legal or tax advice or opinions and is not intended or written to be used, and it cannot be used by any taxpayer, for the purposes of avoiding penalties that may be imposed on the taxpayer. This document must be reviewed by the Employer's attorney prior to adoption.

Plan Number: 44418 ECM NQ 2007 AA
(07/2007) © 2007 Fidelity Management & Research Company 9/10/2008

ADOPTION AGREEMENT

ARTICLE 1

1.01 PLAN INFORMATION

(a) Name of Plan:

This is The Brickman Group, Ltd. LLC Executive Savings Plan (the "Plan").

(b) Plan Status (Check one):

(1) Adoption Agreement effective date: 10/01/2008.

(2) The Adoption Agreement effective date is *(Check (A) or check and complete (B))*:

☐ A new Plan effective date _____

☒ An amendment and restatement of the Plan. The original effective date of the Plan was: 4/1/2000.

(c) Name of Administrator, if not the Employer:

1.02 EMPLOYER

(a) Employer Name: The Brickman Group Ltd. LLC

(b) The term "Employer" includes the following Related Employer(s) (as defined in Section 2.01(a)(25)) participating in the Plan:

1.03 COVERAGE

(Check (a) and/or (b))

☒ The following Employees are eligible to participate in the Plan *(Check (1) or (2))*:

☐ Only those Employees designated in writing by the Employer, which writing is hereby incorporated herein.

☒ Only those Employees in the eligible class described below:

Plan Number: 44418 Page 1 ECM NQ 2007 AA

(07/2007) © 2007 Fidelity Management & Research Company 9/10/2008

Managers and other highly compensated employees of the Employer who are designated by the Employer and approved by the Committee.

(a) The following Directors are eligible to participate in the Plan (*Check (1) or (2)*):

- ☐ Only those Directors designated in writing by the Employer, which writing is hereby incorporated herein.
- ☐ All Directors, effective as of the later of the date in 1.01(b) or the date the Director becomes a Director.
(Note: A designation in Section 1.03(a)(1) or Section 1.03(b)(1) or a description in Section 1.03(a)(2) must include the effective date of such participation.)

1.04 COMPENSATION

(If Section 1.03(a) is selected, select (a) or (b). If Section 1.03(b) is selected, complete (c))

For purposes of determining all contributions under the Plan:

- ☒ Compensation shall be as defined, with respect to Employees, in The Brickman Group Ltd, LLC Employee Retirement Investment Plan maintained by the Employer:
- ☐ to the extent it is in excess of the limit imposed under Code section 401(a)(17).
- ☒ notwithstanding the limit imposed under Code section 401(a)(17)
- ☐ Compensation shall be as defined in Section 2.01(a)(9) with respect to Employees (*Check (1), and/or (2) below, if, and as, appropriate*):
- ☐ but excluding the following:
- ☐ but excluding bonuses, except those bonuses listed in the table in Section 1.05(a)(2).
- ☐ Compensation shall be as defined in Section 2.01(a)(9)(c) with respect to Directors, but excluding the following:

--

1.05 CONTRIBUTIONS ON BEHALF OF EMPLOYEES

(a) Deferral Contributions (Complete all that apply):

- ☒ Deferral Contributions. Subject to any minimum or maximum deferral amount provided below, the Employer shall make a Deferral Contribution in accordance with, and subject to, Section 4.01 on behalf of each Participant who has an executed salary reduction agreement in effect with the Employer for the applicable calendar year (or portion of the applicable calendar year).

Deferral Contributions Type of Compensation	Dollar Amount		% Amount	
	Min	Max	Min	Max
Base Salary			0	70

(Note: With respect to each type of Compensation, list the minimum and maximum dollar amounts or percentages as whole dollar amounts or whole number percentages.)

- ☒ Deferral Contributions with respect to Bonus Compensation only. The Employer requires Participants to enter into a special salary reduction agreement to make Deferral Contributions with respect to one or more Bonuses, subject to minimum and maximum deferral limitations, as provided in the table below.

Deferral Contributions Type of Bonus	Treated As		Dollar Amount		% Amount	
	Performance Based	Non-Performance Based	Min	Max	Min	Max
Discretionary Bonus	Yes				0	70

(Note: With respect to each type of Bonus, list the minimum and maximum dollar amounts or percentages as whole dollar amounts or whole number percentages. In the event a bonus identified as a Performance-based Bonus above does not constitute a Performance-based Bonus with respect to any Participant, such Bonus will be treated as a Non-Performance-based Bonus with respect to such Participant.)

(b) Matching Contributions (Choose (1) or (2) below, and (3) below, as applicable):

- ☒ The Employer shall make a Matching Contribution on behalf of each Employee Participant in an amount described below:
- ☐ ___ % of the Employee Participant's Deferral Contributions for the calendar year.
- ☐ The amount, if any, declared by the Employer in writing, which writing is hereby incorporated herein.
- ☒ Other: See Attachment B
- ☐ Matching Contribution Offset. For each Employee Participant who has made elective contributions (as defined in 26 CFR section 1.401(k)-6 ("QP Deferrals")) of the maximum permitted under Code section 402(g), or the maximum permitted under the

terms of the _____ Plan (the "QP"), to the QP, the Employer shall make a Matching Contribution in an amount equal to (A) minus (B) below:

(A) The matching contributions (as defined in 26 CFR section 1.401(m)-1(a)(2) ("QP Match")) that the Employee Participant would have received under the QP on the sum of the Deferral Contributions and the Participant's QP Deferrals, determined as though—

- no limits otherwise imposed by the tax law applied to such QP match; and
- the Employee Participant's Deferral Contributions had been made to the QP.

(B) The QP Match actually made to such Employee Participant under the QP for the applicable calendar year.

Provided, however, that the Matching Contributions made on behalf of any Employee Participant pursuant to this Section 1.05(b)(2) shall be limited as provided in Section 4.02 hereof.

☐ Matching Contribution Limits (Check the appropriate box (es)):

☐ Deferral Contributions in excess of _% of the Employee Participant's Compensation for the calendar year shall not be considered for Matching Contributions.

☐ Matching Contributions for each Employee Participant for each calendar year shall be limited to \$____
(c) Employer Contributions

☐ Fixed Employer Contributions. The Employer shall make an Employer Contribution on behalf of each Employee Participant in an amount determined as described below:

☐ Discretionary Employer Contributions. The Employer may make Employer Contributions to the accounts of Employee Participants in any amount (which amount may be zero), as determined by the Employer in its sole discretion from time to time a writing, which is hereby incorporated herein.

1.06 CONTRIBUTIONS ON BEHALF OF DIRECTORS

☐ Director Deferral Contributions

The Employer shall make a Deferral Contribution in accordance with, and subject to, Section 4.01 on behalf of each Director Participant who has an executed deferral agreement in effect with the Employer for the applicable calendar year (or portion of the applicable calendar year), which deferral agreement shall be subject to any minimum and/or maximum deferral amounts provided in the table below.

Deferral Contributions Type of Compensation	Dollar Amount		% Amount	
	Min	Max	Min	Max

(Note: With respect to each type of Compensation, list the minimum and maximum dollar amounts or percentages as whole dollar amounts or whole number percentages.)

(a) Matching and Employer Contributions:

- ☐ Matching Contributions. The Employer shall make a Matching Contribution on behalf of each Director Participant in an amount determined as described below:
- ☐ Fixed Employer Contributions. The Employer shall make an Employer Contribution on behalf of each Director Participant in an amount determined as described below:
- ☐ Discretionary Employer Contributions. The Employer may make Employer Contributions to the accounts of Director Participants in any amount (which amount may be zero), as determined by the Employer in its sole discretion from time to time, in a writing, which is hereby incorporated herein.

1.07 DISTRIBUTIONS

The form and timing of distributions from the Participant's vested Account shall be made consistent with the elections in this Section 1.07.

(a) (1) Distribution options to be provided to Participants

	(A) Specified Date	(B) Specified Age	(C) Separation From Service	(D) Earlier of Separation or Age	(E) Earlier of Separation or Specified Date	(F) Disability	(G) Change in Control	(H) Death
Deferral Contribution	☐	☐	☒	☐	☒	☐	☐	Lump Sum ☐

	☐ Lump Sum Installments	☐ Lump Sum Installments	☒ Lump Sum Installments	☐ Lump Sum Installments	☒ Lump Sum Installments	☐ Lump Sum Installments	Lump Sum	Installments
Matching Contributions	☐ ☐ Lump Sum Installments	☐ ☐ Lump Sum Installments	☒ ☒ Lump Sum Installments	☐ ☐ Lump Sum Installments	☒ ☒ Lump Sum Installments	☐ ☐ Lump Sum Installments	☐ Lump Sum	☐ ☐ Lump Sum Installments
Employer Contributions	☐ ☐ Lump Sum Installments	☐ ☐ Lump Sum Installments	☐ ☐ Lump Sum Installments	☐ ☐ Lump Sum Installments	☐ ☐ Lump Sum Installments	☐ ☐ Lump Sum Installments	☐ Lump Sum	☐ ☐ Lump Sum Installments

(Note: If the Employer elects (F), (G), or (H) above, the Employer must also elect (A), (B), (C), (D), or (E) above, and the Participant must also elect (A), (B), (C), (D), or (E) above. In the event the Employer elects only a single payment trigger and/or payment method above, then such single payment trigger and/or payment method shall automatically apply to the Participant. If the employer elects to provide for payment upon a specified date or age, and the employer applies a vesting schedule to amounts that may be subject to such payment trigger(s), the employer must apply a minimum deferral period, the number of years of which must be greater than the number of years required for 100% vesting in any such amounts. If the employer elects to provide for payment upon disability and/or death; and the employer applies a vesting schedule to amounts that may be subject to such payment trigger, the employer must also elect to apply 100% vesting in any such amounts upon disability and/or death.)

- ☐ A Participant incurs a Disability when the Participant (Check at least one if Section 1.07(a)(1)(F) or if Section 1.08(e)(3) is elected):
- ☐ is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.
- ☐ is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Employer.
- ☐ is determined to be totally disabled by the Social Security Administration or the Railroad Retirement Board.
- ☐ is determined to be disabled pursuant to the following disability insurance program: ____ the definition of disability under which complies with the requirements in regulations under Code section 409A
(Note: If more than one box above is checked, then the Participant will have a Disability if he satisfies at least one of the descriptions corresponding to one of such checked boxes.)
- ☒ Regardless of any payment trigger and, as applicable, payment method, to which the Participant would otherwise be subject pursuant to (I) above, the first to occur of the following Plan-level payment triggers will cause payment to the Participant commencing pursuant to Section 1.07(c)(1) below in a lump sum, provided such Plan-level payment trigger occurs prior to the payment trigger to which the Participant would otherwise be subject.

Payment Trigger

- ☐ Separation from Service prior to:

- ☐ Separation from Service

- ☒ Death

- ☐ Change in Control
(b) Distribution Election Change

A Participant

- ☐ shall
☒ shall not
be permitted to modify a scheduled distribution election in accordance with Section 8.01(b) hereof.

(c) Commencement of Distributions

- (1) Each lump sum distribution and the first distribution in a series of installment payments (if applicable) shall commence as elected in (A), (B) or (C) below:

(A) ☒	Monthly on the <u>15th</u> day of the month which day next follows the applicable triggering event described in 1.07(a).
(B) ☐	Quarterly on the ____ day of the following months _____, _____, _____ or _____ (list one month in each calendar quarter) which day next follows the applicable triggering event described in 1.07(a).
(C) ☐	Annually on the ____ day of _____ (month) which day next follows the applicable triggering event described in 1.07(a).

(Note: Notwithstanding the above: a six-month delay shall be imposed with respect to certain distributions to Specified Employees; a Participant who chooses payment on a Specified Date will choose a month, year or quarter (as applicable) only, and payment will be made on the applicable date elected in (A), (B) or (C) above that falls within such month, year or quarter elected by the Participant.)

- (2) The commencement of distributions pursuant to the events elected in Section 1.07(a)(1) and Section 1.07(a)(3) shall be modified by application of the following:

- ☐ Separation from Service Event Delay — Separation from Service will be treated as not having occurred for ____ months after the date of such event.
☐ Plan Level Delay — all distribution events (other than those based on Specified Date or Specified Age) will be treated as not having occurred for ____ days (insert number of days but not more than 30).
(d) Installment Frequency and Duration

If installments are available under the Plan pursuant to Section 1.07(a), a Participant shall be permitted to elect that the installments will be paid *(Complete I and 2 below)*:

(1) at the following intervals:

- ☒ Monthly commencing on the day elected in Section 1.07(c)(1).
- ☒ Quarterly commencing on the day elected in Section 1.07(c)(1) (with payments made at three-month intervals thereafter).
- ☒ Annually commencing on the day elected in Section 1.07(c)(1).

(2) over the following term(s) (Complete either (A) or (B)):

- ☒ Any term of whole years between 2 (minimum of 1) and 15 (maximum of 30).
- ☐ Any of the whole year terms selected below.

☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6
☐ 7	☐ 8	☐ 9	☐ 10	☐ 1 1	☐ 12
☐ 13	☐ 14	☐ 15	☐ 16	☐ 1 7	☐ 18
☐ 19	☐ 20	☐ 21	☐ 22	☐ 2 3	☐ 24
☐ 25	☐ 26	☐ 27	☐ 28	☐ 2 9	☐ 30

(Note: Only elect a term of one year if Section 1.07(d)(1)(A) and/or Section 1.07(d)(1)(B) is elected above.)

(e) Conversion to Lump Sum

- ☐ Notwithstanding anything herein to the contrary, if the Participant's vested Account at the time such Account becomes payable to him hereunder does not exceed \$___ distribution of the Participant's vested Account shall automatically be made in the form of a single lump sum at the time prescribed in Section 1.07(c)(1).

(f) Distribution Rules Applicable to Pre-effective Date Accruals

- ☒ Benefits accrued under the Plan (subject to Code section 409A) prior to the date in Section 1.01(b)(1) above are subject to distribution rules not described in Section 1.07(a) through (e), and such rules are described in Attachment A Re: PRE EFFECTIVE DATE ACCRUAL DISTRIBUTION RULES.

1.08 VESTING SCHEDULE

- (a) (1) The Participant's vested percentage in Matching Contributions elected in Section 1.05(b) shall be based upon the following schedule and unless Section 1.08(a)(2) is checked below will be based on the elapsed time method as described in Section 7.03(b).

<u>Years of Service</u>	<u>Vesting %</u>
0	100
1	100

- ☐ Vesting shall be based on the class year method as described in Section 7.03(c).

- (b) (1) The Participant's vested percentage in Employer Contributions elected in Section 1.05(c) shall be based upon the following schedule and unless Section 1.08(b)(2) is checked below will be based on the elapsed time method as described in Section 7.03(b).

- ☐ Vesting shall be based on the class year method as described in Section 7.03(c).

- ☐ Years of Service shall exclude (*Check one*):

- ☐ for new plans, service prior to the Effective Date as defined in Section 1.01(b)(2)(A).

- ☐ for existing plans converting from another plan document, service prior to the original Effective Date as defined in Section 1.01(b)(2)(B).

(Note: Do not elect to apply this Section 1.08(c) if vesting is based only on the class year method.)

- (c) Notwithstanding anything to the contrary herein, a Participant will forfeit his Matching Contributions and Employer Contributions (regardless of whether vested) upon the occurrence of the following event(s):

(Note: Contributions with respect to Directors, which are 100% vested at all times, are subject to the rule in this subsection (d).)

(d) A Participant will be 100% vested in his Matching Contributions and Employer Contributions upon *(Check the appropriate box(es))*:

- ☐ Retirement eligibility is the date the Participant attains age ____ and completes ____ Years of Service, as defined in Section 7.03(b).
- ☐ Death.
- ☐ The date on which the Participant becomes disabled, as determined under Section 1.07(a)(2).
(Note: Participants will automatically vest upon Change in Control if Section 1.07(a)(1)(G) is elected.)
- ☐ Years of Service in Section 1.08 (a)(1) and Section 1.08 (b)(1) shall include service with the following employers:

1.09 INVESTMENT DECISIONS

A Participant's Account shall be treated as invested in the Permissible Investments as directed by the Participant unless otherwise provided below:

1.10 ADDITIONAL PROVISIONS

The Employer may elect Option below and complete the Superseding Provisions Addendum to describe overriding provisions that are not otherwise reflected in this Adoption Agreement.

- ☒ The Employer has completed the Superseding Provisions Addendum to reflect the provisions of the Plan that supersede provisions of this Adoption Agreement and/or the Basic Plan Document.

EXECUTION PAGE
(Fidelity's Copy)

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed 11th day of September 2008.

Employer The Brickman Group, Ltd. LLC

By /s/Anthony J. Skarupa

Title Chief Financial Officer

EXECUTION PAGE
(Employer's Copy)

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed 11th day of September 2008.

Employer The Brickman Group, Ltd. LLC

By /s/Anthony J. Skarupa

Title Chief Financial Officer

AMENDMENT EXECUTION PAGE
(Fidelity's Copy)

Plan Name: The Brickman Group, Ltd. LLC Executive Savings Plan (the "Plan").

Employer: The Brickman Group Ltd. LLC

(Note: These execution pages are to be completed in the event the Employer modifies any prior election(s) or makes a new election(s) in this Adoption Agreement. Attach the amended page(s) of the Adoption Agreement to these execution pages.)

The following section(s) of the Plan are hereby amended effective as of the date(s) set forth below:

Section Amended	Effective Date

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date below.

Employer:

By:

Title:

Date:

AMENDMENT EXECUTION PAGE
(Employer's Copy)

Plan Name: The Brickman Group, Ltd. LLC Executive Savings Plan (the "Plan").

Employer: The Brickman Group Ltd. LLC

(Note: These execution pages are to be completed in the event the Employer modifies any prior election(s) or makes a new election(s) in this Adoption Agreement. Attach the amended page(s) of the Adoption Agreement to these execution pages.)

Section Amended	Effective Date

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date below.

Employer:

By:

Title:

Date:

ATTACHMENT A

Re: PRE-EFFECTIVE DATE ACCRUAL DISTRIBUTION RULES

Plan Name: The Brickman Group, Ltd. LLC Executive Savings Plan (the "Plan").

Article VI. PAYMENT OF BENEFITS

6.1 Distribution Elections

A Participant shall specify the time and form of distribution separately for his or her Accounts for each Plan Year he or she makes a Deferral Election.

6.2 Timing of Distributions — Benefit Distribution Date

- (a) **Elected by Participant.** A Participant shall separately elect, at the time of each deferral of Compensation or Performance-based Compensation, to receive the associated distribution from his or her Account in accordance with one of the following three options:

(1) The earlier of:

((a)) A specific date which occurs no earlier than during the second Plan Year following the Plan Year in which the amounts designated for distribution are credited; or

((b)) As soon as administratively feasible following the date of Separation from Service with the Company;

(2) Separation from Service with the Company; or

(3) A specific date which occurs no earlier than during the second Plan Year following the Plan Year in which the amounts designated for distribution are credited.

- (b) **Failure to Elect.** In the event a Participant fails to provide a Benefit Distribution Date, Section 6.2(a)(2) of the Plan shall automatically apply. Active employees of the Company may revise the Benefit Distribution Date in accordance with the revised distribution election provisions in Section 6.4 of the Plan.

6.3 Form of Distribution

- (a) **Elected by Participant.** A Participant shall separately elect, at the time of each deferral of Compensation or Performance-based Compensation, the associated form of distribution from his or her Account in a manner prescribed by the Committee in accordance with one of the following two payment options:

(1) A single lump sum payment, or

(2) Monthly, quarterly or annual installments, with an installment term of between two (2) and fifteen (15) years.

- (b) **Failure to Elect.** In the event a Participant fails to provide the form of distribution, Section 6.3(a)(1) of the Plan shall automatically apply.

6.4 Permitted Acceleration of Payment

Notwithstanding the Participant's elected time and form of distribution pursuant to Section 6.2 of the Plan and the restrictions of Section 6.3 of the Plan, the time or schedule of a payment shall be accelerated in the following circumstances:

- (a) Payment shall be made to the extent necessary to comply with a domestic relations order (as defined in section 414(p)(1)(B) of the Code) that meets the requirements of the Company's domestic relations order procedures applicable to non-qualified plans, if such payment is made to an individual other than the Participant.
- (b) Payment shall be made to the extent necessary to comply with a certificate of divestiture (as defined in Section 1043(b)(2) of the Code).
- (c) For Plan Years, prior to January 1, 2008, payment of a Participant's entire Account shall be made upon his or her Separation from Service, provided that (i) the payment is made on or before the later of (A) the December 31 of the calendar year in which the Participant's Separation from Service occurs or (B) the date that is two and one-half (2-1/2) months after the Participant's Separation from Service and (ii) the payment is not greater than \$10,000.

For Plan Years commencing on and after January 1, 2008, payment of a Participant's entire Account may be made in a single sum payment at any time provided that (i) the payment results in the termination and liquidation of the Participant Account and all accounts under similar plans subject to Code Section 409A and applicable regulations determined under the aggregation provisions; and (ii) the payment does not exceed the applicable dollar amount under Code Section 402(g)(1)(B), as indexed, for that year.

- (d) Payment is permitted to the extent necessary to satisfy any applicable federal, state and local income tax withholding federal payroll withholding requirements pursuant to provisions of Code section 409A and the regulations thereunder, related to benefits provided in the Plan.

6.5 Payment For Unforeseeable Emergency

A Participant who incurs a severe financial hardship as defined in this subsection (a) and does not have other available resources as described in this subsection (b), may apply to the Committee for an immediate distribution from his or her Account in an amount necessary to satisfy such financial hardship and the tax liability attributable to such distribution.

- (a) A Participant incurs a severe financial hardship as a result of the following:
 - (i) a sudden and unexpected illness or accident involving the Participant or his or her spouse or any dependent (as determined pursuant to Section 152(a) of the Code),
 - (ii) a casualty loss involving the Participant's property or
 - (iii) other similar extraordinary and unforeseeable event beyond the Participant's control.
- (b) Such Participant does not have any other resources available, whether through reimbursement or compensation (by insurance or otherwise), liquidation of existing assets (to the extent such liquidation would not itself result in financial hardship), or cessation of deferrals, to satisfy such financial emergency.
- (c) The determination of whether a Participant has incurred a severe financial hardship entitling the Participant to a payment under this Section shall be made by the Committee on a uniform and non-discriminatory basis, and shall be based on appropriate documentation or other evidence required by the Committee.

6.6 Payment of Death Benefits

- (a) Each Participant shall designate a beneficiary on the proper beneficiary form as prescribed by the Committee to receive his or her Accounts in the event of death. If a Participant dies with a balance credited to his or her Accounts, such balance shall be paid to the applicable beneficiary or beneficiaries in a single lump-sum.
- (b) Any distributions pursuant to this Section will occur following the date of death and receipt by the Company of acceptable proof of the Participant's death and approval by the Committee.
- (c) Notwithstanding the above, if no beneficiary designation is on file with the Company at the time of death of the Participant or such designation is not effective for any reason then the designated beneficiary to receive such benefits shall be as follows:
 - (1) the Participant's surviving spouse; or
 - (2) if there is no surviving spouse; then to the Participant's estate.
- (d) All decisions made by the Committee in good faith and based upon affidavit or other evidence satisfactory to the Committee regarding questions of fact in the determination of the identity of such beneficiary(ies) shall be conclusive and binding upon all parties, and payment made in accordance therewith shall satisfy all liability hereunder.

6.7 Disability

As soon as possible following a determination by the Committee of a Disability all plan benefits are immediately payable according to one of the following:

- (a) In the form of a single lump sum; or,
- (b) According to the times and in the forms of distribution originally elected by the Participant each class year.

Should a Participant during an annual election period fail to make an election for time and form of payment pursuant to this section, the benefit distribution will be made in the form of a single lump sum for the applicable class year.

6.8 Valuation of Distributions

The benefit amount of a Participant's Account to be distributed pursuant to this Article VI shall be based on the value of such Accounts on any business day that the New York Stock Exchange is open for trading as soon as practicable after instructions are received in good order by the Committee.

6.9 Timing of Distributions

Distributions made pursuant to this Article VI shall be made at the following times:

- (a) **Specific Date** — A specific date which occurs no earlier than during the second Plan Year following the Plan Year in which the deferrals designated for distribution were made. Any distribution election made in accordance with a specific date shall be made as soon as administratively feasible following the elected specific date, but no later than the end of the calendar year containing the date or, if later, the 15th day of the third calendar month following the specified date.
- (b) **Event** — Any distribution election made in accordance with Separation from Service, Death, Disability or Unforeseeable Emergency shall be made as soon as administratively feasible following the event, but no later than 90 days following the event.

Article VII. TRANSITION ELECTIONS

7.1 Section 409A Restatement

All credits made to Participants' Accounts under the terms of the Plan shall be made subject to the provisions of Code Section 409A, applicable regulations thereunder and IRS Notice 2005-1.

7.2 Re-Election of Time and Form of Payment

- (a) The Plan shall require all active Participants to re-elect the distribution time and form of payment for all credits accumulated through December 31, 2006.
- (b) Participants shall complete an election in a manner prescribed by the Committee or its designee one-time revised distribution elections according to the options stated under Sections 6.2 and 6.3 of this Plan. Elections shall be based on the entire credit balance of Participants' aggregated Accounts.
- (c) Participants' transitional Distribution Elections shall become effective on January 1, 2007.

7.3 Distributions Scheduled for 2006

Notwithstanding Section 7.2(a) of the Plan, payments scheduled to be made or to commence in 2006 must be made according to the original election on file.

7.4 Participant Accounts in Payment Status

Notwithstanding Section 7.2(a) of the Plan, Participant Accounts in payment status on December 31, 2006 shall continue to be governed by the Participant's original election on file.

7.5 Credits made in 2006

Pursuant to Section 6.2, and notwithstanding Section 7.2 of the Plan, no credits made to Participant Accounts during 2006 may be paid earlier than January 1, 2008.

ATTACHMENT B

Re: SUPERSEDING PROVISIONS
for

Plan Name: The Brickman Group, Ltd. LLC Executive Savings Plan (the "Plan").

- (a) Superseding Provision(s) — The following provisions supersede other provisions of this Adoption Agreement and/or the Basic Plan Document as described below:

1.04(a) — is modified to read as "Compensation shall be defined, with respect to Employees, in The Brickman Group Ltd. LLC Employee Retirement Investment Plan maintained by the Employer but shall also include the Discretionary Bonus".

1.05(a)(2) — the second sentence is modified to read as "The Employer requires Participants to enter into a special salary reduction agreement to make Deferral Contributions with respect to one or more Bonuses, subject to minimum and maximum deferral limitations, as provided in the table below, and in accordance with, and subject to, Section 4.01".

2.01(a) "Qualified Plan" means The Brickman Group, Ltd. LLC Employee Retirement Investment Plan, as amended from time to time.

2.01(a) "Discretionary Bonus" means the purely discretionary Bonus based on the Employer's business operations.

4.01 Deferral Contributions, — the second sentence of the first paragraph is modified to read as "The Employer shall credit an amount to the Participant's account equal to the amount of such reduction, less the amount of employee pretax contributions made by the Participant to the Qualified Plan for the applicable payroll period".

4.01 Deferral Contributions - the following sentence is added at the end of the section "Participants will be 100% vested in Deferral Contributions credited to their Account at all times".

4.02 Matching Contributions — the following is added to the section "Participants who also participate in the Qualified Plan will be permitted to defer only 1% of their compensation (as defined and limited in the Qualified Plan) under the Qualified Plan. A Matching Contribution shall be credited to the Account of each Participant who makes Deferral Contributions of base salary under this Plan in an amount equal to (a) the matching contribution formula in the Qualified Plan applied to compensation (as defined and limited in the Qualified Plan) deferred by the Participant under the Qualified Plan and this Plan in the relevant pay period less (b) the matching contribution the Participant received under the Qualified Plan in the relevant pay period. Participants will be 100% vested in the Matching Contributions credited to their Account at all times".

11.02 Claims and Review Procedures — the second paragraph of 11.02(a) and the second paragraph of 11.02(b) are deleted.

December 6, 2022
 Fidelity Investments
 245 Summer Street, V7B
 Boston, MA 02210
 WI Strategy and Planning, Contracts

Dear Fidelity:

This letter relates to the Service Agreement for **The BrightView Executive Savings Plan** entered into between **BrightView Landscapes, LLC** (“Employer”) and **Fidelity Management Trust Company** (“Fidelity”) (the “Agreement”). The parties intend and agree that this letter shall constitute an amendment to the Agreement.

WHEREAS, the Employer has informed Fidelity that effective *January 1, 2017* the name “The Brickman Group, Ltd. LLC” as the Employer has changed to “BrightView Landscapes, LLC”, and all references thereto should be changed accordingly;

WHEREAS, the Employer has informed Fidelity that effective *January 1, 2017* the name of the Plan has changed from “The Brickman Group, Ltd. LLC Executive Savings Plan” to “The BrightView Executive Savings Plan”, and all references thereto should be changed accordingly; and

The parties now desire to amend said Agreement as follows:

1. Effective **January 1, 2017**, replacing all references to “The Brickman Group, Ltd. LLC” as the Employer with “BrightView Landscapes, LLC”.
2. Effective **January 1, 2017**, replacing all references to “The Brickman Group, Ltd. LLC Executive Savings Plan” as the Plan with “The BrightView Executive Savings Plan”.
3. Effective **October 1, 2022**, amending subsection B. Administrative Services of Article I. Basic Services And Fees, to add the following:

Additional Special Fee	\$3,300 annual fee (this fee is prorated and charged quarterly, deducted per capita from participants with a balance at the end of the quarter)
------------------------	---

By signing below, the undersigned represent that they are authorized to execute this document on behalf of the respective parties. Notwithstanding any contradictory provision of any Agreement, each party may rely without duty of inquiry on the foregoing representation.

BrightView Landscapes, LLC

By: /s/ Katherine Canty
(Signature of Authorized Individual)

Name: Katherine Canty

Title: VP, Comp & Benefits

Date: 12/13/2022

A copy of this letter will be returned to Employer after it has been countersigned by Fidelity.

Agreed to and accepted by:
Fidelity Management Trust Company

By: /s/Jayant Kacholiya
(Signature of Fidelity Authorized Individual)

Name: Jayant Kacholiya

Title: SVP/Workplace Services Relationship Management

Date: 12/13/2022

Plan# 44418 2 Confidential Information

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Dale A. Asplund, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2023 of BrightView Holdings, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the
-

audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 31, 2024

/s/ Dale A. Asplund
Dale A. Asplund
Chief Executive Officer and Director
(Principal Executive Officer)

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Brett Urban, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2023 of BrightView Holdings, Inc.;
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the
-

audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 31, 2024

/s/ Brett Urban

Brett Urban

Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of BrightView Holdings, Inc. (the “Company”) on Form 10-Q for the quarterly period ended December 31, 2023 filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Dale A. Asplund, Chief Executive Officer and Director of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

Date: January 31, 2024

/s/ Dale A. Asplund
Dale A. Asplund
Chief Executive Officer and Director
(Principal Executive Officer)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of BrightView Holdings, Inc. (the “Company”) on Form 10-Q for the quarterly period ended December 31, 2023 filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Brett Urban, Executive Vice President, Chief Financial Officer of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

Date: January 31, 2024

/s/ Brett Urban
Brett Urban
Executive Vice President, Chief Financial Officer
(Principal Financial Officer)
