



AMENDMENT NUMBER 2
TO AGREEMENT CNR01447
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
FIELD TURF USA, INC.

This **AMENDMENT NUMBER TWO** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **Field Turf USA, Inc.**, a corporation with offices located at **7445 Cote-de-Liesse Road, Suite 200, Montreal, QC H4T 1G2** ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Turf Surfaces – Synthetic, Natural, Installation and Services dated December 1, 2017 ("Agreement"); and

WHEREAS, E&I amended the Agreement pursuant to Amendment Number One on November 1, 2018; and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier mutually agree to add EDGAR Certifications to the Agreement, attached hereto and incorporated herein by reference.
2. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
3. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of December 10, 2018.

FIELD TURF USA, INC.

E&I COOPERATIVE SERVICES, INC.

By: [Signature]

By: [Signature]
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Name: Eric Dalieré

Name: Gary D. Link, C.P.M.

Title: President

Title: Chief Business Development Officer

Date: January 16, 2019

Date: 1/23/2019 | 1:23 AM EST

Address (for Notices):
Field Turf USA, Inc.
19600 SW 129th Ave
Tualatin, OR
Federal Tax ID: 58-2330410

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-169459

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1/22/2019 | 7:11 PM E

EDGAR Certifications

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:**

For each of the items below, Supplier should certify Supplier's agreement and ability to comply, by having Supplier's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, E&I will consider Supplier's response as "NO," the Supplier is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of an E&I Member to purchase from the Supplier using federal funds.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Provisions regarding Supplier default are included in the E&I RFP Attachment B & Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Supplier violation and breach of contract terms.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of termination for cause and/or termination for convenience. Provisions are included in the E&I RFP Attachment B & Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting this Proposal, you agree to these termination terms.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier agrees that such provision applies to any Member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier agrees that it shall comply with such provision.

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree? YES *ED* Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier is conditioned upon Supplier's acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree? YES *ED* Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, Supplier certifies that currently and during the term of an award for all contracts resulting from this procurement process, neither Supplier nor its principals is presently listed on government-wide exclusions in SAM, is not debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded from participation by any federal department or agency, other than under Executive Order 12549.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 (so long as Member provided notice, in writing, to Supplier that federal funds would be used, as required by E&I policy). Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance

of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Supplier certifies that Supplier is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules for free and open competition.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier
If not applicable, see below*

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Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

When federal funds are used, Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS

Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate

element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____
Does Supplier agree? YES _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS

In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier agree? YES ED Initials of Authorized Representative of Supplier

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: FIELDTURF USA INC.
Address, City, State, and Zip Code: 7445 Côte de Liesse, Suite 200, Montreal, QC
Phone Number: 1-800-724-2969 Fax Number: 1-514-340-9374 H4T 1G2
Printed Name and Title of Authorized Representative: Eric Dalière, CEO + President
Email Address: Eric.Dalière@tarkett sports.com
Signature of Authorized Representative: [Signature]
Date: December 13, 2018