



**Registration of a Charge**

Company Name: **SAFETYKLEEN GROUP SERVICES LIMITED**

Company Number: **06544285**



Received for filing in Electronic Format on the: **05/04/2023**

XC0SACU3

**Details of Charge**

Date of creation: **29/03/2023**

Charge code: **0654 4285 0006**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

**Contains fixed charge(s).**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED TOGETHER WITH AN ENGLISH TRANSLATION AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LINKLATERS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6544285

Charge code: 0654 4285 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2023 and created by SAFETYKLEEN GROUP SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2023 .

Given at Companies House, Cardiff on 11th April 2023

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

FIFTH RANKING SECURITIES ACCOUNT PLEDGE AGREEMENT  
(in respect of WP SK France shares)

dated 29 March 2023

created by

**Safetykleen Group Services Limited**  
as Pledgor

in favour of

**Wilmington Trust (London) Limited**  
as Senior Facility Agent and Security Agent

and

r

**Linklaters**

Ref: L- 260635

Linklaters LLP

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**THIS FIFTH RANKING SECURITIES ACCOUNT PLEDGE AGREEMENT** (hereinafter, together with its schedules and as amended from time to time, the "**Agreement**"), is made between:

- (1) **SAFETYKLEEN GROUP SERVICES LIMITED**, a company organised under the laws of England, whose registered office is at Profile West, 950 Great West Road, Brentford, Middlesex, TW8 9ES, United Kingdom, with registration number 06544285 acting in its capacity as pledgor, (the "**Pledgor**");
- (2) **WILMINGTON TRUST (LONDON) LIMITED**, a company organised under the laws of England, whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (United Kingdom), with registration number 05650152, in its capacity as facility agent under the Senior Facilities Agreement (as defined below) (the "**Senior Facility Agent**", which expression includes its successors and assigns in title);
- (3) **THE ENTITIES**, listed in Schedule 1 (*Senior Lenders*) of this Agreement, acting in their capacity as Lenders under the Senior Facilities Agreement (together with their successors, transferees and assigns in title under the Senior Facilities Agreement, the "**Senior Lenders**"), represented for the purpose hereof by the Security Agent; and
- (4) **WILMINGTON TRUST (LONDON) LIMITED**, a company organised under the laws of England, whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (United Kingdom), with registration number 05650152, in its capacity as security agent under the Intercreditor Agreement (the "**Security Agent**", which expression includes its successors and assigns in title).

**WHEREAS:**

- (A) Pursuant to a senior facilities agreement dated 8 June 2017, as amended and/or restated from time to time, made between, *inter alios*, Shilton Holdco Limited as the parent, HSBC Bank PLC and BNP Paribas Fortis SA/NV as lead arrangers and Wilmington Trust (London) Limited as facility agent and security agent (the "**Original Senior Facilities Agreement**"), the Senior Lenders have agreed to provide to Shilton Bidco Limited as original borrower (the "**Original Borrower**") and other members of the Group (as defined in the Original Senior Facilities Agreement) acceding to the Original Senior Facilities Agreement as additional borrowers (the "**Additional Senior Facilities Borrowers**" and, together with the Original Borrower, the "**Senior Facilities Borrowers**"):
  - (a) a term loan facility in an aggregate principal amount not exceeding €455,000,000;
  - (b) a term loan facility in an aggregate principal amount not exceeding €20,000,000; and
  - (c) a revolving credit facility in an aggregate principal amount not exceeding £60,000,000,

which are guaranteed by, amongst others, the Pledgor and other members of the Group (as defined below) named in the Original Senior Facilities Agreement as original guarantors or acceding to the Original Senior Facilities Agreement as additional guarantors (each a "**Senior Facilities Guarantor**" and together with the Senior Facilities Borrowers, the "**Senior Facilities Obligor**").
- (B) On 10 October 2017, the Pledgor acceded to the Original Senior Facilities Agreement as additional guarantor and to the Intercreditor Agreement (as defined below) as acceding debtor and intra-group lender, pursuant to an English-law English-language accession deed.

- (C) Under and subject to clause 21 (*Guarantee and Indemnity*) of the Original Senior Facilities Agreement, the Pledgor has agreed to jointly and severally guarantee punctual performance by the Obligors (as defined in the Senior Facilities Agreement) (the "**Senior Obligors**") of their payment obligations under the Senior Facilities Agreement.
- (D) On 8 June 2017, pursuant to a second lien facility agreement, to which the Pledgor acceded on 10 October 2017 as additional guarantor, the Second Lien Lenders have agreed to provide to the Original Borrower a term loan facility in an aggregate principal amount not exceeding £100,000,000 (the "**Second Lien Facility Agreement**").
- (E) Under and subject to clause 17 (*Guarantee and Indemnity*) of the Second Lien Facility Agreement, the Pledgor has agreed to jointly and severally guarantee punctual performance by the Obligors (as defined in the Second Lien Facility Agreement) of their payment obligations under the Second Lien Facility Agreement.
- (F) Under and subject to clause 27 (*Guarantee and Indemnity*) of the Intercreditor Agreement, the Pledgor has agreed to jointly and severally guarantee punctual performance by the Debtors (as defined in the Intercreditor Agreement) of their payment obligations under certain Operating Facilities (as defined in the Intercreditor Agreement) designated as such in accordance with the Intercreditor Agreement pursuant to letters from Shilton Holdco Limited as parent to the Security Agent dated 13 July 2017 and 9 October 2017.
- (G) In order to secure its obligations under the Secured Documents (as such term is defined in the First Ranking Pledge Agreement), the Pledgor has granted a first ranking pledge (the "**First Ranking Pledge**") over the Pledged Accounts pursuant to a securities account pledge agreement dated 10 October 2017 (the "**First Ranking Pledge Agreement**") for the benefit of the secured parties identified in it (the "**First Ranking Secured Parties**").
- (H) Pursuant to an amendment and restatement agreement dated 18 December 2017 to the Original Senior Facilities Agreement made between, *inter alia*, Shilton Holdco Limited as the parent, Wilmington Trust (London) Limited as facility agent and the New Lenders named in it (the "**2017 Amendment and Restatement Agreement**" and the Original Senior Facilities Agreement as amended by the 2017 Amendment and Restatement Agreement, the "**2017 Amended Senior Facilities Agreement**"), the Consenting Lenders (as defined in the 2017 Amendment and Restatement Agreement) agreed, amongst other things, to increase the Facility B1 by an amount of €40,000,000 such that the Total Facility B1 Commitments are €495,000,000.
- (I) In order to secure its obligations under the Secured Documents (as such term is defined in the Second Ranking Pledge Agreement), the Pledgor has granted a second ranking pledge (the "**Second Ranking Pledge**") over the Pledged Accounts pursuant to a securities account pledge agreement dated 13 February 2018 (the "**Second Ranking Pledge Agreement**") for the benefit of the secured parties identified in it (the "**Second Ranking Secured Parties**").
- (J) Pursuant to an amendment and restatement agreement dated 11 April 2018 to the 2017 Amended Senior Facilities Agreement (the "**2018 Amendment and Restatement Agreement**" and the 2017 Amended Senior Facilities Agreement as amended by the 2018 Amendment and Restatement Agreement, the "**2018 Amended Senior Facilities Agreement**"), the Consenting Lenders (as defined in the 2018 Amendment and Restatement Agreement) agreed, amongst other things, to increase the Facility B1 by an amount of €15,000,000 such that the Total Facility B1 Commitments are €510,000,000.

- (K) In order to secure its obligations under the Secured Documents (as such term is defined in the Third Ranking Pledge Agreement), the Pledgor granted a third ranking pledge (the **"Third Ranking Pledge"**) over the Pledged Accounts pursuant to a securities account pledge agreement dated 24 April 2018 (the **"Third Ranking Pledge Agreement"**) for the benefit of the secured parties identified in it (the **"Third Ranking Secured Parties"**).
- (L) Pursuant to an amendment and restatement agreement dated 6 December 2019 to the 2018 Amended Senior Facilities Agreement (the **"2019 Amendment and Restatement Agreement"**) and the 2018 Amended Senior Facilities Agreement as amended by the 2019 Amendment and Restatement Agreement, the **"2019 Amended Senior Facilities Agreement"**), the Consenting Lenders (as defined in the 2019 Amendment and Restatement Agreement) agreed, amongst other things, to increase the Facility B1 by an amount of €80,000,000 such that the Total Facility B1 Commitments are €590,000,000.
- (M) In order to secure its obligations under the Secured Documents (as such term is defined in the Fourth Ranking Pledge Agreement), the Pledgor granted a fourth ranking pledge (the **"Fourth Ranking Pledge"**) over the Pledged Accounts pursuant to a securities account pledge agreement dated 3 March 2020 (the **"Fourth Ranking Pledge Agreement"**) for the benefit of the secured parties identified in it (the **"Fourth Ranking Secured Parties"**).
- (N) Pursuant to an amendment and restatement agreement dated 10 February 2023 to the 2019 Amended Senior Facilities Agreement (the **"2023 Amendment and Restatement Agreement"**), the Extending Lenders (as defined in the 2023 Amendment and Restatement Agreement) agreed, amongst other things, to make available an additional term loan facility B3 in an aggregate principal amount of €490,000,000 (the **"Facility B3"**), an additional term loan facility B4 in an aggregate principal amount of £105,994,800 (the **"Facility B4"**) and an additional revolving credit facility in an aggregate principal amount of £84,500,000 (the **"Revolving Facility 2"**).
- (O) Pursuant to the terms of the Intercreditor Agreement, the Security Agent has been appointed as agent of the Secured Parties (as defined below) to exercise certain rights, authorities and powers belonging to the Secured Parties under this Agreement.
- (P) Pursuant to clause 17.2 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement, the Pledgor (as this term is defined in the Intercreditor Agreement) is liable for the payment of its Parallel Debt (as defined below) to the Parallel Debt Creditor.
- (Q) In order to secure the Secured Liabilities (as defined below) the Pledgor has agreed, among other things, to grant a fifth ranking pledge over each of the Pledged Accounts (as defined below) on the terms set out below.

## IT HAS BEEN AGREED AS FOLLOWS:

### 1 Definitions and interpretation

#### 1.1 In this Agreement:

**"Account Holders"** means, as the case may be, the Securities Account Holder and the Bank Account Holder and **"Account Holder"** means any of them.

**"Additional Pledge"** means any sixth (or lower) ranking pledge created or expressed to be created in favour of the Hedge Counterparties pursuant to this Agreement and to the Additional Statement of Pledge.

**"Additional Statement of Pledge"** means any statement of securities account pledge (*déclaration de nantissement de compte-titres*) to be delivered by the Pledgor in the form set out in Schedule 2B (*Form of Additional Statement of Pledge*) to this Agreement, delivered pursuant to Clause 2.5.

**"Agreed Security Principles"** has the meaning given to that term in the Senior Facilities Agreement.

**"Bank Account Holder"** means BNP Paribas, a company organised under French law, whose registered office is at 16 boulevard des Italiens, 75009 Paris, France, and with registration number 662 042 449 RCS Paris, acting through its branch in 193 rue de Bercy, Tour Gamma A, 75012 Paris, France.

**"Cash Proceeds"** means any dividends, interests and other proceeds or income (*fruits et produits*) attached or deriving from the Pledged Financial Securities and paid or payable in respect of the Pledged Financial Securities.

**"Company"** means WP SK France, a *société par actions simplifiée* organised under French law, having a share capital of €37,825,960.00 whose registered office is at 65 Avenue Jean Mermoz, 93120 La Courneuve, France and with registration number 505 010 488 RCS Bobigny.

**"Enforcement Event"** means a Senior Facilities Acceleration Event (as described in the Intercreditor Agreement).

**"Final Discharge Date"** has the meaning given to that term in the Intercreditor Agreement.

**"Financial Securities"** means the Initial Shares and pursuant to Clause 3 (*Scope of the Pledge(s)*) below, any new shares or other financial securities (*titres financiers* as defined in paragraph II of article L. 211-1 of the French *Code monétaire et financier*) issued by the Company and owned by the Pledgor.

**"First Ranking Expert"** means the expert named in accordance with the provisions of clause 6 (*Enforcement*) of the First Ranking Pledge Agreement.

**"Fourth Ranking Expert"** means the expert named in accordance with the provisions of clause 6 (*Enforcement*) of the Fourth Ranking Pledge Agreement.

**"Initial Shares"** means 37,825,960 ordinary shares issued by the Company and owned by the Pledgor as of the date of this Agreement representing 100% of the voting rights and 100% of the issued share capital of the Company as at the date of this Agreement.

**"Intercreditor Agreement"** means the intercreditor agreement dated 8 June 2017, entered into between, *inter alia*, the Original Debtors, the Senior Lenders, the Second Lien Lenders, the Senior Facility Agent, the Second Lien Facility Agent and the Security Agent (each term as defined therein) as may be further amended, varied, novated or supplemented from time to time.

**"Original Pledge"** means the Security created or expressed to be created in favour of the Secured Parties pursuant to this Agreement and to the Original Statement of Pledge.

**"Original Statement of Pledge"** means the statement of securities account pledge (*déclaration de nantissement de compte-titres*) in the form set out in Schedule 2A (*Form of Original Statement of Pledge*) to this Agreement with respect to the Initial Shares and the Pledged Bank Account.



**"Parallel Debt"** means the debt described in clause 17.2 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement.

**"Parallel Debt Creditor"** means the Security Agent, acting in its capacity as creditor of the Parallel Debt, which expression includes its successors and assigns in title.

**"Party"** means a party to this Agreement.

**"Pledges"** means the Original Pledge and any Additional Pledge and **"Pledge"** means any of them.

**"Pledged Accounts"** means, as the case may be, the Pledged Bank Account and/or the Pledged Securities Account.

**"Pledged Bank Account"** means the cash proceeds bank account (*compte fruits et produits*) opened in the books of the Bank Account Holder in the name of the Pledgor pursuant to paragraph III of article L. 211-20 of the French *Code monétaire et financier* and as identified in the Statements of Pledge.

**"Pledged Financial Securities"** means the Financial Securities pledged under the Pledge and credited to the Pledged Securities Account from time to time.

**"Pledged Securities Account"** means the special account opened and maintained with the Securities Account Holder in the name of the Pledgor pursuant to article L. 211-20 of the French *Code monétaire et financier* and to which the Financial Securities will be credited in accordance with this Agreement and as identified in the Statements of Pledge.

**"Second Ranking Expert"** means the expert named in accordance with the provisions of clause 6 (*Enforcement*) of the Second Ranking Pledge Agreement.

**"Secured Documents"** means the Senior Facilities Finance Documents (as defined in the Intercreditor Agreement).

**"Secured Liabilities"** means all payment and repayment obligations at any time due, owing or incurred by the Pledgor to any Secured Party under or in respect of any Secured Document including any liability in respect of any further advances made under the Secured Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity), being:

- (a) subject always to the provisions of clause 21 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, in its capacity as Senior Facilities Guarantor in connection with the obligations of the other Senior Obligors under the Senior Facilities Finance Documents, in relation to:
  - (i) the Facility B3 in a maximum principal amount of €490,000,000,
  - (ii) the Facility B4 in a maximum principal amount of £105,994,800,
  - (iii) the Revolving Facility 2 in a maximum principal amount of £84,500,000,
- (b) subject always to the provisions of clause 21 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, in its capacity as Debtor (as such term is defined under the Intercreditor Agreement) under clause 17.2 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement,

it being understood that its Secured Liabilities as Guarantor under paragraph (a) and as Debtor under paragraph (b) above shall not exceed a maximum principal aggregate amount of €490,000,000 and £190,494,800,

in each case, increased by all sums due as interest, indemnities, penalties, costs, commissions or incidental expenses, all calculated pursuant to the Secured Documents, provided that any payment made under paragraph (a) above shall reduce *pro tanto* the amount due under paragraph (b) for an equal amount and *vice versa*.

**"Secured Parties"** means together the Senior Facility Agent, the Security Agent, the Parallel Debt Creditor and the Senior Lenders.

**"Securities Account Holder"** means the Company, as account holder of its Financial Securities.

**"Security"** means Security as defined in the Intercreditor Agreement.

**"Senior Facilities Agreement"** means the 2019 Amended Senior Facilities Agreement as amended by an amendment letter on 22 October 2021 and as further amended and restated by the 2023 Amendment and Restatement Agreement.

**"Statement of Pledge"** means the Original Statement of Pledge and/or any Additional Statement of Pledge, as applicable.

**"Third Ranking Expert"** means the expert named in accordance with the provisions of clause 6 (*Enforcement*) of the Third Ranking Pledge Agreement.

- 1.2 The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Agreement *mutatis mutandis*.
- 1.3 In this Agreement, unless a contrary indication appears, terms used in the Intercreditor Agreement and not defined in Clause 1.1 of this Agreement have the same meaning when used herein, and to the extent that such terms are not defined in the Intercreditor Agreement, words and expressions defined in the Senior Facilities Agreement, shall have the same meanings when used in this Agreement.
- 1.4 This Agreement is entered into subject to the Intercreditor Agreement and, to the extent that any provision of this Agreement is inconsistent with the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

## 2 Grant of Pledges

- 2.1 In order to secure the full and punctual payment, performance and discharge of the Secured Liabilities, the Pledgor hereby grants a fifth ranking pledge to the Secured Parties over the Pledged Accounts in favour of the Secured Parties, in accordance with article L. 211-20 of the French *Code monétaire et financier*.
- 2.2 For the purpose detailed in Clause 2.1, the Pledgor will, immediately upon execution of this Agreement:
  - 2.2.1 execute the Original Statement of Pledge and deliver to the relevant Account Holder and the Security Agent an executed copy of that Original Statement of Pledge, with the original to follow promptly thereafter;
  - 2.2.2 cause the Securities Account Holder to register the Pledge on the share register (and if applicable, shareholders' individual accounts) of the Company;

- 2.2.3 cause the Securities Account Holder to deliver to the Security Agent a copy of the pledge certificate in the form of Schedule 3 (*Form of Certificate of Pledge of Securities Account*) to this Agreement, with the original to follow promptly thereafter;
  - 2.2.4 instruct the Company to transfer any Cash Proceeds directly on the Pledged Bank Account;
  - 2.2.5 deliver to the Bank Account Holder an executed copy of an Original Statement of Pledge; and
  - 2.2.6 upon delivery of an executed copy of an Original Statement of Pledge in accordance with paragraph 2.2.5 above, use its reasonable endeavours, for a period of ten (10) Business Days after the date the executed copy of an Original Statement of Pledge was delivered to the Bank Account Holder by the Pledgor in accordance with paragraph 2.2.5 above, cause the Bank Account Holder to deliver to the Security Agent a pledge certificate substantially in the form of Schedule 4 (*Form of Certificate of Pledge of Cash Proceeds*) to this Agreement.
- 2.3 The undertakings granted by the Pledgor to the Secured Parties under this Agreement are equally granted, in favour of any future Hedge Counterparty, which shall be entitled to benefit therefrom with effect from the latest to occur of (a) the date of execution of the corresponding Hedging Agreement (b) the accession of the relevant Hedge Counterparty to the Intercreditor Agreement and to this Agreement and (c) the execution and delivery of an Additional Statement of Pledge.
- 2.4 In order to create the Additional Pledges:
  - 2.4.1 each relevant Hedge Counterparty will provide the Pledgor and the Security Agent with all necessary information (in relation to it and the relevant Hedging Agreement) and it shall execute an accession letter in the form set out in Schedule 5 (*Form of Accession Letter (Hedge Counterparty)*) to this Agreement and deliver such accession letter to this Agreement to each of the Pledgor and the Security Agent (or their respective agent); and
  - 2.4.2 the Pledgor shall then as soon as reasonably practicable following receipt of the accession letter referred to in paragraph 2.4.1 deliver to the Security Agent acting in the name and on behalf of the Secured Parties and the relevant Hedge Counterparty the Additional Statements of Pledge evidencing the Additional Pledges.
- 2.5 The Additional Pledges shall be governed by the terms of this Agreement as supplemented by the Additional Statements of Pledge.
- 2.6 Consequently, the defined terms "Secured Party" and "Secured Liabilities" in this Agreement shall, as of the date of the latest to occur of (a) the delivery of the Additional Statements of Pledge, and (b) the accession of the relevant Hedge Counterparty to the Intercreditor Agreement and to this Agreement in accordance with Clause 2.4 of this Agreement, be construed, as including the relevant Hedge Counterparty and monetary obligations owed to the relevant Hedging Bank under the relevant Hedging Agreements.
- 2.7 For the avoidance of doubt, the parties hereby irrevocably agree that the delivery of the Additional Statements of Pledge as aforesaid shall not operate so as to constitute any novation of the Pledges.

### **3 Scope of the Pledges**

- 3.1** In accordance with article L. 211-20 of the French *Code monétaire et financier*, (i) all Pledged Financial Securities, (ii) any other Financial Securities transferred to the Pledged Securities Account, and (iii) any Cash Proceeds, will be included in each relevant Pledge (without prejudice to the provisions of Clause 4.2 (*Cash Proceeds*) of this Agreement).
- 3.2** It is expressly agreed that each of the Pledges will extend to all Financial Securities subscribed by or allotted to the Pledgor by way of exercise of its preferential right of subscription (*droit préférentiel de souscription*) or of any other right attached to or deriving from the relevant Pledged Financial Securities as security for the Secured Liabilities. Also, subject to the Agreed Security Principles, Financial Securities resulting from a free allotment or from a decrease of the Company's share capital immediately followed by an increase in such share capital will be included in the Pledges.

### **4 General undertakings**

#### **4.1 New Financial Securities**

Subject to the Agreed Security Principles, the Pledgor undertakes to pledge in favour of the Secured Parties, in accordance with this Agreement and with article L. 211-20 of the French *Code monétaire et financier*, any and all future Financial Securities of which it becomes the owner by transferring (or instructing the Securities Account Holder to transfer) to the Pledged Securities Account any new Financial Securities and all obligations of the Pledgor under Clauses 2.2.2 and 2.2.4 shall apply, *mutatis mutandis*, to such new Financial Securities.

#### **4.2 Cash Proceeds**

- 4.2.1** At any time prior to notice being served to the Pledgor in accordance with Clause 4.2.3 (other than any such notice in respect of an Enforcement Event which has ceased to be continuing), the Pledgor is entitled to withdraw any amount standing to the credit of the Pledged Bank Account corresponding to the Cash Proceeds. As a consequence, and until the occurrence of an Enforcement Event which is outstanding and notice is given under Clause 4.2.3 to the Pledgor and the Bank Account Holder, the Pledgor shall be free to use the Cash Proceeds as it sees fit.
- 4.2.2** At any time prior to the occurrence of an Enforcement Event which is continuing, the Pledgor is entitled to:
- (i) retain and use all dividends, interest and other monies arising from the Pledged Financial Securities (including as set out in 4.2.1 above);
  - (ii) exercise (or refrain from exercising) all voting rights relating to the Pledged Financial Securities provided that the Pledgor shall not exercise such voting rights in any manner which (other than any step or matter not prohibited in the Senior Facilities Agreement or the Intercreditor Agreement) adversely affects the validity or enforceability of the Pledges or causes an Event of Default to occur; and
  - (iii) deal with, and exercise (or refrain from exercising) any other powers and rights relating to, the Pledged Financial Securities in any other manner whatsoever to the extent not prohibited in the Senior Facilities Agreement or the Intercreditor Agreement.

- 4.2.3 At any time while an Enforcement Event is continuing, the Security Agent may give notice to the Bank Account Holder and the Pledgor of the occurrence of an Enforcement Event. Upon receipt by the Pledgor and the Bank Account Holder of such notice, the Pledged Bank Account shall be blocked until the Security Agent sends a notice to the Pledgor and the Bank Account Holder confirming that the said Enforcement Event is not continuing, it being specified that the Security Agent shall send such notice promptly after any such Enforcement Event ceases to be outstanding. Upon receipt of such notice, the Pledgor shall be entitled again to retain and withdraw any Cash Proceeds credited on to the Pledged Bank Account.

## 5 Permitted Transactions

The terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited in the Senior Facilities Agreement or the Intercreditor Agreement and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by the Pledgor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document.

## 6 Enforcement

- 6.1 At any time while an Enforcement Event is continuing and there is a failure to pay on its due date all or part of the Secured Liabilities which are then due and payable, the Security Agent acting on behalf of the Secured Parties shall be entitled to (i) exercise all rights and remedies conferred on a beneficiary of a pledge (*nantissement*) of the same nature as the Pledges under French law and (ii) enforce the Pledges in accordance with French law and the terms of the Intercreditor Agreement and upon two (2) days prior written notice sent to the Obligors' Agent and the Pledgor.
- 6.2 In case of enforcement of the Pledges in accordance with Clause 6.1 above, the Parties irrevocably agree that the Security Agent may on behalf of the Secured Parties, in its absolute discretion and without prior court order, automatically foreclose title to all Pledged Financial Securities in accordance with article 2348 of the French *Code civil*. The Security Agent acting on behalf of the Secured Parties will then be authorised to dispose freely of such assets.
- 6.3 For the purpose of Clause 6.2 above, the Parties irrevocably agree to appoint (i) the First Ranking Expert, or (ii) if no expert is appointed under the First Ranking Pledge Agreement, the Second Ranking Expert, or (iii) if no expert is appointed under the Second Ranking Pledge Agreement, the Third Ranking Expert, or (iv) if no expert is appointed under the Third Ranking Pledge Agreement, the Fourth Ranking Expert, or (v) if no expert is appointed under the Fourth Ranking Pledge Agreement, the Parties shall negotiate in good faith in order to appoint an independent expert within two (2) Business Days in Paris from the enforcement of the Pledges. If the Parties do not choose an expert or disagree on the choice of the expert at the end of this period, the president of the Commercial Court of Paris (*Tribunal de commerce de Paris*) will appoint one at the request of the Party who first makes the request among leading commercial banks operating in France. In all cases the determination of the expert shall be final and binding on the Parties. The Parties shall cooperate with the Security Agent in all actions necessary for the appointment of an expert and foreclosure of title pursuant to this Clause 6.

**6.4** The value of the Financial Securities as at the date of enforcement (the "**Value**") shall be determined by the expert bank as appointed pursuant to Clause 6.3 (the "**Expert Bank**") in accordance with the following provisions:

- 6.4.1** the Expert Bank shall enjoy all the independence necessary *vis-à-vis* the Parties;
- 6.4.2** the Expert Bank shall act as joint agent (*mandataire commun*) for the Parties in accordance with the provisions of article 2348 of the French Code civil;
- 6.4.3** the Expert Bank shall hear the respective claims of the Parties and rule on the basis of a full argument on both sides;
- 6.4.4** the Expert Bank shall deliver to the Security Agent and the Pledgor, within 10 (ten) Business Days after the date of its appointment, or any other reasonable period agreed by the Parties, a copy of its report setting forth its determination of the Value and the assessment methods used for the purpose of such determination, it being understood that the Expert Bank shall select the assessment method to be used in light of the circumstances prevailing at the time of enforcement; and
- 6.4.5** the Security Agent and the Pledgor shall provide the Expert Bank with all information and documents available to them for the purpose of enabling the Expert Bank to perform its mission.

**6.5** If the Secured Parties foreclose title of the Financial Securities in accordance with Clause 6.2 and their Value exceeds the amounts due to the Secured Parties, the Security Agent shall promptly repay to the debtor or deposit an amount equal to the difference between the Value and the amounts due to the Secured Parties in accordance with the provisions of article 2348 of the French *Code civil*.

## **7 Liability of Secured Parties**

Subject to the terms of the Intercreditor Agreement, no Secured Party shall (either by reason of taking possession of the Pledged Financial Securities or otherwise) be liable to the Pledgor, any other Secured Party or any other person for any costs, losses, liabilities or expenses relating to the exercise of their rights under this Agreement or to the enforcement of the Pledges or from any act, default, omission or misconduct of the Secured Parties, any nominee of the Secured Parties or their respective officers, employees or agents in relation to the exercise of their rights under this Agreement and to the Pledges or in connection with the Secured Documents except to the extent caused by its or their own negligence, wilful misconduct or breach of law or of the terms of the Secured Documents.

## **8 Order of distributions**

All amounts received or recovered by the Security Agent (on behalf of the Secured Parties) or by the Secured Parties in exercise of their rights under this Agreement and the Pledges shall, subject to the rights of any creditor having priority, be applied in accordance with the relevant provisions of the Intercreditor Agreement.

## **9 Saving provisions**

### **9.1 Indivisible Security**

Subject to any release of the Security in accordance with the Secured Documents, the Pledges are continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

### **9.2 Reinstatement**

Prior to the Final Discharge Date or where the Parties agree otherwise elsewhere, if any payment by a Pledgor or any discharge given by a Secured Party (whether in respect of the obligations of any obligor under the Secured Documents) is avoided or reduced as a result of insolvency or any similar event:

- (i) the liability of the Pledgor and the Pledge shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (ii) each Secured Party shall be entitled to recover the value or amount of that Security or payment from the Pledgor, as if the payment, discharge, avoidance or reduction had not occurred.

### **9.3 Waiver of defences**

To the fullest extent permitted by law, the validity and effect of the Pledges will not be contested or affected in any way by any event or circumstance whatsoever, in particular as a result of the invalidity of any provision of any Secured Document or related documents being void, or the amendment of any terms of any Secured Documents or Secured Liabilities, or any event which affects any other security for the Secured Liabilities.

### **9.4 Additional Security**

The Pledges are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

## **10 Discharge of Security**

Upon the occurrence of the Final Discharge Date, the Security Agent shall promptly at the request and cost of the Pledgor take any action which may be necessary to formalize the release (*mainlevée*) of the Pledges.

## **11 Costs and expenses**

The provisions of clause 20.3 (*Enforcement and preservation costs*) of the Intercreditor Agreement shall apply to this Agreement *mutatis mutandis* as if set out in full in this Agreement.

## **12 Ambiguity and rights**

### **12.1 Ambiguity**

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Secured Document, the terms of that Secured Document shall prevail.

## **12.2 Rights**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under any Secured Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Secured Documents are cumulative and not exclusive of any rights or remedies provided by law.

## **13 Successors and assigns**

**13.1** All rights and prerogatives of the Secured Parties under this Agreement and the Pledges shall benefit to their respective permitted successors, transferees and assigns.

**13.2** In the event that a transfer by any of the Secured Parties of its rights and obligations under the relevant Secured Documents occurs or is deemed to occur by way of an assignment of contract (*cession de contrat*) or novation, the Parties hereby agree that the Pledges granted pursuant to this Agreement will be maintained for the benefit of the relevant transferee(s).

## **14 Notices**

Each communication to be made under or in connection with this Agreement shall be made in accordance with clause 23 (*Notices*) of the Intercreditor Agreement, as though the same was set out herein mutatis mutandis.

## **15 Miscellaneous**

**15.1** For the avoidance of doubt, nothing in this Clause 15 (*Miscellaneous*) and this Agreement shall restrict the rights of the First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties and the Fourth Ranking Secured Parties to enforce and/or to release the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge and the Fourth Ranking Pledge, in accordance with the Secured Documents.

**15.2** Each of the Secured Parties agrees not to take any action to challenge the validity or enforceability of the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge and the Fourth Ranking Pledge.

**15.3** Any decision to enforce the Pledges shall be taken in accordance with the provisions of the Intercreditor Agreement regardless of the ranking of the Pledges.

**15.4** The Secured Parties shall not have any independent right to instruct the Security Agent to enforce the Pledge so long as the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge and the Fourth Ranking Pledge still exist.

**15.5** The First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties and the Fourth Ranking Secured Parties shall incur no liability to the Secured Parties for the manner of exercise or any non-exercise of their rights, remedies, powers, authority or discretions under the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge and the Fourth Ranking Pledge respectively, or for any waivers, consents or releases.

**15.6** For the avoidance of doubt, the Parties acknowledge and agree that:



- (i) the Pledges and this Agreement will not operate as a novation of the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge or the Fourth Ranking Pledge; and
- (ii) the rights of the First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties and the Fourth Ranking Secured Parties shall not be affected by the Pledges and this Agreement and will remain in full force and effect.

## **16 Governing law and jurisdiction**

- 16.1** This Agreement, the Pledges and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, French law.
- 16.2** The Parties irrevocably submit to the exclusive jurisdiction of the Commercial Court of Paris (*Tribunal de commerce de Paris*) for the purpose of hearing and determining at first instance any dispute arising out of this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) and for the purpose of enforcement of the Pledges.


Signed on 29 March 2023

in four (4) original copies.

Pursuant to the provisions of article 1375 al. 1 of the French *Code civil*, only one original copy of this Agreement will be executed for the Senior Lenders (the original copy being held by the Security Agent).

**The Pledgor**

**SAFETYKLEEN GROUP SERVICES LIMITED**

\_\_\_\_\_ 

By: \_\_\_\_\_

**The Senior Facility Agent**

**Wilmington Trust [REDACTED] Limited**

[REDACTED]

By: \_\_\_\_\_ Keith Reader  
Authorized Signatory

**The Security Agent**

**Wilmington Trust (London) Limited**

[REDACTED]

By: \_\_\_\_\_ Keith Reader  
Authorized Signatory

**The Senior Lenders**

**(duly represented by the Security Agent)**

**Wilmington Trust (London) Limited**

[REDACTED]

By: \_\_\_\_\_ Keith Reader  
Authorized Signatory

**SCHEDULE 1**  
**The Senior Lenders**

	<b>Name of Lender</b>	<b>Registered address</b>
1.	Absalon Credit Fund Designated Activity Company	Pinnacle 2 Eastpoint Business Park Clontarf Dublin 3 Ireland
2.	Adagio CLO VII Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
3.	Adagio IV CLO Limited	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
4.	Adagio V CLO Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
5.	Adagio VI CLO DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
6.	Adagio IX Eur CLO Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
7.	Arbour CLO II Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
8.	Arbour CLO III Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock

	Name of Lender	Registered address
		Dublin 1 Ireland
9.	Arbour CLO IV Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
10.	ARBOUR CLO VI DAC	Verde 10 Bressenden Place SW15 5DH London United Kingdom
11.	ARBOUR CLO VIII DAC (fka Arbour CLO Funding DAC)	3rd Floor Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
12.	Arbour CLO IX Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
13.	Arbour CLO XI DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
14.	Armada Euro CLO I DAC (fka Battalion Euro CLO 1 DAC)	32 Molesworth Street Dublin 2 Ireland
15.	Armada Euro CLO V DAC	32 Molesworth Street Dublin 2 D02 Y512 Ireland
16.	AVOCA CLO XIX DAC	Arthur Cox Building Earlsfort Terrace Dublin 2 Ireland
17.	Avoca Capital CLO X DAC	Arthur Cox Building Earlsfort Terrace

	Name of Lender	Registered address
		DUBLIN 2 Ireland
18.	Avoca CLO XII Designated Activity Company	53 Merrion Square South Dublin Dublin 2 Ireland
19.	Avoca CLO XIII Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
20.	Avoca CLO XIV DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
21.	Avoca CLO XV DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
22.	Avoca CLO XVII Designated Activity Company	3rd Floor Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
23.	Avondale Park CLO Designated Activity Company	2nd Floor 1-2 Victoria Buildings Haddington Road Dublin Ireland
24.	BASTILLE EURO CLO 2020-3 Designated Activity Company FKA Bastille Funding Designated Activity Company	Unit 3 52-55 Sir John RogAerson's Quay Dublin 2 Ireland
25.	BAYVK - R2 - FONDS AVOCA	75 St. Stephens Green Dublin 2 Ireland

	Name of Lender	Registered address
26.	Bilbao CLO I Designated Activity Company (FKA: WHCSII Designated Activity Company)	c/o Guggenheim Partners 330 Madison Ave., 10th floor New York NY 10017 United States
27.	Bilbao CLO II DAC (FKA: WHCSIII Designated Activity Company)	330 Madison Avenue., 10th floor New York NY 10017 United States
28.	Bilbao CLO III Designated Activity Company	32 Molesworth Street Dublin 2 Ireland
29.	Blackstone Corporate Funding DAC (fka Blackstone / GSO Corporate Funding DAC)	O'Connell Bridge House O'lier Street Dublin 2 Ireland
30.	Blackstone/GSO Loan Funding Designated Activity Company	O'Connell Bridge House O'lier Street Dublin 2 Ireland
31.	BNP Paribas Fortis SA/NV	Rue Montagne de Parc 3 1000 Brussels Belgium
32.	Broad Street Loan Partners III Onshore Sarl	2, rue du Fosse L-1536 Luxembourg Grand Duchy of Luxembourg
33.	Broad Street Loan Partners III Offshore - Levered Sarl	2, rue du Fosse L-1536 Luxembourg Grand Duchy of Luxembourg
34.	Broad Street Loan Partners III Offshore - Unlevered Sarl	2, rue du Fosse L-1536 Luxembourg Grand Duchy of Luxembourg
35.	Broad Street London Partners #1, L.P.	200 West Street, 28th Floor New York NY 10282 United States
36.	Broad Street London Partners #2 L.P.	200 West Street, 28th Floor New York

	Name of Lender	Registered address
		NY 10282 United States
37.	Broad Street Senior Credit Partners Offshore, L.P.	Ugland House South Church Street George Town, Grand Cayman
38.	Broad Street Senior Credit Partners, L.P.	200 West Street 28th Floor New York NY 10282
39.	Cairn CLO IV Designated Activity Company	5th Floor, The Exchange George's Dock IFSC Dublin D01 W3P9 Ireland
40.	Cairn CLO IX Designated Activity Company	5th Floor, The Exchange, George's Dock IFSC Dublin 1 Ireland
41.	Cairn CLO VII Designated Activity Company	5th Floor, The Exchange, George's Dock IFSC Dublin 1 Ireland
42.	Cairn CLO VIII Designated Activity Company	5th Floor, The Exchange, George's Dock IFSC Dublin 1 Ireland
43.	Cairn CLO X Designated Activity Company	5th Floor, The Exchange George's Dock IFSC Dublin D01 W3P9 Ireland
44.	Cairn CLO XI Designated Activity Company	5th Floor, The Exchange George's Dock



	Name of Lender	Registered address
		IFSC Dublin D01 W3P9 Ireland
45.	Cairn CLO XII DAC	5th Floor, The Exchange George's Dock IFSC Dublin D01 W3P9 Ireland
46.	Cairn CLO XIV DAC	5th Floor, The Exchange George's Dock IFSC Dublin 1 D01 W3P9 Ireland
47.	Capital Four CLO I DAC	32 Molesworth Street Dublin 2, D02 Y512 Ireland
48.	Capital Four CLO II DAC	32 Molesworth Street Dublin 2, D02 Y512 Ireland
49.	Capital Four CLO III Designated Activity Company	32 Molesworth Street Dublin 2, D02 Y512 Ireland
50.	Capital Four CLO IV Designated Activity Company	32 Molesworth Street Dublin 2, D02 Y512 Ireland
51.	Capital Four CLO V Designated Activity Company	32 Molesworth Street Dublin 2, D02 Y512 Ireland
52.	Carlyle Euro CLO 2013-1 DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock Dublin 1 Ireland
53.	Carlyle Euro CLO 2017-1 DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock

	Name of Lender	Registered address
		Dublin 1 Ireland
54.	Carlyle Euro CLO 2017-2 DAC	1301 Fannin Street Suite 1700 Houston 77002 Texas United State
55.	Carlyle Euro CLO 2018-1 DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock Dublin 1 Ireland
56.	Carlyle Euro CLO 2018-2 DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock Dublin 2 Ireland
57.	Carlyle Euro CLO 2019-1 DAC (fka Carlyle Euro CLO 2018-3 DAC)	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock Dublin 1 Ireland
58.	Carlyle Global Market Strategies EURO CLO 2014-1 DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock Dublin 1 Ireland
59.	Carlyle Global Market Strategies CLO 2016-1, Ltd.	One Nexus Way KY1-9005 Camana Bay Grand Cayman
60.	Carlyle Global Market Strategies Euro CLO 2015-2 DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock Dublin 1 Ireland
61.	Carlyle Global Market Strategies EURO CLO 2014-3 DAC	The Carlyle Group Lansdowne House 57 Berkeley Square W1J 6ER, London United Kingdom
62.	Carlyle Global Market Strategies Euro CLO 2015-1 DAC	53 Merrion Square Dublin 2

	Name of Lender	Registered address
		Ireland
63.	Carlyle Global Market Strategies EURO CLO 2015-3 DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
64.	Carlyle Global Market Strategies EURO CLO 2016-2 DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
65.	Carysfort Park CLO Designated Activity Company	2nd Floor, 1-2 Victoria Buildings Haddington Road Dublin D04 XN32 Ireland
66.	Citibank Europe PLC, UK Branch	Citigroup Centre, Canada Square Canary Wharf E14 5LB London United Kingdom
67.	Clarinda Park CLO DAC	2 <sup>nd</sup> Floor 1-2 Victoria Buildings Haddington Road Dublin 4 Ireland
68.	Clontarf Park CLO DAC	2 <sup>nd</sup> Floor 1-2 Victoria Buildings Haddington Road Dublin 4 Ireland
69.	CQS Brunel Multi Asset Credit Fund, a sub-fund of CQS Global Funds (Ireland) plc	200 Capital Dock 79 Sir John Rogerson's Quay Dublin D02 RK57 Ireland
70.	Crosthwaite Park CLO Designated Activity Company	30 Herbert Street Dublin 2

	Name of Lender	Registered address
		Ireland
71.	Dartry Park CLO DAC	3rd floor Europa House Harcourt Street Dublin 2 Ireland
72.	Deer Park CLO DAC	2nd Floor 1-2 Victoria Buildings Haddington Road Dublin D04 XN32 Ireland
73.	Elm Park CLO DAC	3 <sup>rd</sup> Floor, Europa House Harcourt Centre, Harcourt Street Dublin 2 Ireland
74.	Euro Galaxy IV CLO DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
75.	Euro Galaxy V CLO DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
76.	Euro Galaxy VI CLO DAC	Pinebridge Investments Europe Ltd The Anchorage 17-19 Sir John Rogerson's Quay Dublin 2 Ireland
77.	European Loans Sarl (fka European Loans Fund a subfund of European Senior Secured Fund SICAV-SIF)	80 Route d'Esch L-1470 Luxembourg
78.	European Senior Secured S.a.r.l.	2-8 avenue Charles de Gaulle L-2014 Luxembourg

	<b>Name of Lender</b>	<b>Registered address</b>
79.	FIDELITY GRAND HARBOUR CLO 2021-1 DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
80.	Fidelity Grand Harbour CLO 2019 -1 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin Ireland
81.	Fidelity Grand Harbour CLO 2022-1 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
82.	Goldman Sachs Bank Europe SE	Friedrich-Ebert-Anlage 49 Frankfurt 60308 Germany
83.	Griffith Park CLO Designated Activity Company	3 <sup>rd</sup> Floor, Europa House Harcourt Centre, Harcourt Street Dublin 2 Ireland
84.	Grosvenor Place CLO 2015-1 B.V.	Luna ArenA Herikerbergweg 238 1101 CM Amsterdam Zuidoost The Netherlands
85.	Grosvenor Place CLO 2022-1 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock D01 YE64 Dublin 1 Ireland
86.	Harvest CLO IX DAC	Harvest CLO IX Limited 53 Merrion Square Dublin 2 Ireland

	Name of Lender	Registered address
87.	Harvest CLO XII DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
88.	Harvest CLO XIX Designated Activity Company	3 <sup>rd</sup> Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
89.	Harvest CLO XV DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
90.	Harvest CLO XVII DAC	3 <sup>rd</sup> Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
91.	Harvest CLO XXI Designated Activity Company	48 Grosvenor Street Mayfair London United Kingdom
92.	Harvest CLO XXII Designated Activity Company	3 <sup>rd</sup> Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
93.	Harvest CLO XXIII DAC	3 <sup>rd</sup> Floor Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
94.	Harvest CLO XXIV Designated Activity Company	48 Grosvenor Street Mayfair W1K 3HW London United Kingdom
95.	Harvest CLO XXV Designated Activity Company	3 <sup>rd</sup> Floor, Kilmore House Park Lane Spencer Dock

	Name of Lender	Registered address
		Dublin 1 Ireland
96.	Harvest CLO XXVI Designated Activity Company	3 <sup>rd</sup> Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
97.	Holland Park CLO DAC	HOLLAND PARK CLO LIMITED 3 <sup>rd</sup> Floor, Europa House Harcourt Centre, Harcourt Street Dublin 2 Ireland
98.	HSBC Bank plc	Level 27 8 Canada Square E145HQ London UK
99.	HSBC UK Bank Plc	1 Centenary Square, B1 1HQ London UK
100.	Internationale Kapitalanlagegesellschaft mbH for account of INKA L	Yorckstrasse 21 40476 Dusseldorf Germany
101.	Invesco Euro CLO VII Designated Activity Company	5th Floor, The Exchange, George's Dock IFSC D01 W3P9 Dublin Ireland
102.	Jefferies Finance Europe, S.L.P.	5 Heienhaff Airport Center Luxembourg Senningerberg L-1736 Luxembourg
103.	Jefferies Finance LLC	520 Madison Avenue 19 <sup>th</sup> Floor 10022 New York United State

	<b>Name of Lender</b>	<b>Registered address</b>
104.	JP Morgan Chase Bank N.A. London Branch	JPMorgan Chase Bank, N.A 25 Bank Street Canary Wharf London E14 5JP UK
105.	Jubilee CLO 2014-XI Designated Activity Company	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock Dublin 1 Ireland
106.	Jubilee CLO 2014-XII Designated Activity Company	3 <sup>rd</sup> Floor, Kilmore House Park Lane, Spencer Dock D01YE64 Dublin Ireland
107.	Marlay Park CLO DAC	2 <sup>nd</sup> Floor, 1-2 Victoria Buildings Haddington Road Dublin 4 Ireland
108.	Milltown Park CLO DAC	2 <sup>nd</sup> Floor, 1-2 Victoria Buildings Haddington Road Dublin 4 Ireland
109.	Mizuho Bank, Ltd.	Otemachi Tower 1-5-5 Otemachi, Chiyoda-ku 100-8176 Tokyo Japan
110.	Nassau Euro CLO II Designated Activity Company	32 Molesworth Street, Dublin 2 D02 Y512 Ireland
111.	Neuberger Berman European Senior Floating Rate Income Fund	70 Sir John Rogersons Quay Dublin 2 Ireland
112.	Neuberger Berman Loan Advisers Euro CLO 1 DAC	32 Molesworth Street, Dublin 2 Ireland



	<b>Name of Lender</b>	<b>Registered address</b>
113.	Neuberger Berman Loan Advisers Euro CLO 2 Designated Activity Company	32 Molesworth Street, Dublin 2 Ireland
114.	Neuberger Berman Loan Advisers Euro CLO 3 Designated Activity Company	32 Molesworth Street, Dublin 2 Ireland
115.	Northill Global Alternative Funds ICAV Capital Four - DP Loan Fund	2nd Floor, Beaux Lane House Mercer Street Lower Dublin 2 Ireland
116.	Oaktree European Senior Loan SARL	2-4, rue Eugene Ruppert L-2453 Luxembourg Grand Duchy of Luxembourg
117.	OCP Euro CLO 2017-1 DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
118.	OCP Euro CLO 2017-2 DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
119.	OCP Euro CLO 2019-3 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
120.	OCP Euro CLO 2020-4 Designated Activity Company (fka OCP Euro CLO 2019-4 DAC)	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
121.	OCP Euro CLO 2022-5 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
122.	Palmerston Park CLO DAC	2nd Floor, 1-2 Victoria Buildings Haddington Road Dublin 4, Ireland

	Name of Lender	Registered address
123.	Penta CLO 3 DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
124.	Penta CLO 4 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
125.	Penta CLO 5 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
126.	Penta CLO 6 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
127.	Penta CLO 7 Designated Activity Company	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
128.	Penta CLO 11 Designated Activity Company	2nd Floor 1-2 Victoria Buildings Haddington Road Dublin 4 Ireland
129.	Penta CLO 2021-2 Designated Activity Company	1-2 Victoria Buildings Haddington Road D04 XN32 Dublin 4 Ireland
130.	Phoenix Park CLO DAC	3rd Floor, Europa House Harcourt Centre Harcourt Street Dublin 2 Ireland

	Name of Lender	Registered address
131.	Polus European Loan Designated Activity Company (FKA Cairn European Loan DAC)	2nd Floor, Beaux Lane House Mercer Street Lower Dublin 2 Ireland
132.	Purple Finance CLO 2 DAC	3rd Floor, Kilmore House Park Lane Spencer Dock Dublin 1 Ireland
133.	RRE 15 Loan Management Designated Activity Company (FKA RRE Gatsby 2 DAC)	5 <sup>th</sup> Flr, The Exchange, George's Door D01 W3P9 Dublin 1 Ireland
134.	Richmond Park CLO DAC	2 <sup>nd</sup> Floor 11-12 Warrington Place Dublin 2 Ireland
135.	SDF 2-C4	Yorckstrasse 21 40476 Dusseldorf Germany
136.	SMBC BANK INTERNATIONAL PLC (FKA Sumitomo Mitsui Banking Corporation Europe Limited)	100 Liverpool Street London EC2M 2AT UK
137.	Sogecap Diversified Loans Fund	Tour Majunga La Defense 9 6 Place De La Pyramide 92800 Puteaux France
138.	Stichting Blue Sky Global Leveraged Loan Fund	Professor E.M. Meijerslaan No1, 1183 AV Amstelveen Amsterdam The Netherlands
139.	Stichting Pensioenfonds UWV	La Guardiaweg 94 1043 DL Amsterdam Noord-Holland The Netherlands

	<b>Name of Lender</b>	<b>Registered address</b>
140.	Sutton Park CLO DAC	2 <sup>nd</sup> Floor, 1-2 Victoria Buildings Haddington Road Dublin Ireland
141.	UniCredit Bank AG	STEF Piazza Gae Aulenti 4 Tower C - Floor 7 – CO7D Milan 20154 Italy
142.	Vesey Park CLO DAC	2 <sup>nd</sup> Floor, 1-2 Victoria Buildings Haddington Road Dublin 4 Ireland
143.	Willow Park CLO Designated Activity Company	2 <sup>nd</sup> Floor, 1-2 Victoria Buildings Haddington Road Dublin 4 Ireland
144.	ZILUX FCP-SIF - ZILUX Senior Loans Global	c/o GAM (Luxembourg) 25 Grand Rue L-1661 Luxembourg Grand Duchy of Luxembourg

## SCHEDULE 2A

### Form of Original Statement of Pledge

#### Déclaration de Nantissement de Compte-Titres

soumise aux dispositions de l'article L. 211-20 du Code monétaire et financier

#### LA SOUSSIGNÉE

**Safetykleen Group Services Limited**, une société de droit anglais, dont le siège social est à Profile West, 950 Great West Road, Brentford, Middlesex, TW8 9ES, Royaume Uni, et dont le numéro d'immatriculation est 06544285 (ci-après dénommée le "**Constituant**"),

conformément à une convention de nantissement de compte-titres de cinquième rang intitulée "*Fifth Ranking Securities Account Pledge Agreement*" conclue en date du \_\_\_\_ 2023 entre, notamment, le Constituant, l'Agent, les Prêteurs et l'Agent des Sûretés, dont une copie figure en Annexe A de la présente déclaration et qui fait partie intégrante de cette déclaration (ci-après dénommée la "**Convention de Nantissement de Cinquième Rang**") et en garantie des Obligations Garanties (tel que ce terme est défini ci-dessous) relatives à un contrat de crédits senior (intitulé "*Senior Facilities Agreement*") en date du 8 juin 2017 conclu entre, notamment, le Constituant en qualité de Garant (*Guarantor*), l'Agent des Crédits Senior, les Prêteurs Senior et l'Agent des Sûretés (tels que ces termes sont définis ci-dessous), tel que modifié et réitéré par un avenant en date du 18 décembre 2017, par un avenant en date du 11 avril 2018, par un avenant en date du 6 décembre 2019, par une lettre d'avenant en date du 22 octobre 2021 et par un avenant en date du 10 février 2023 et tel qu'il pourra être modifié ou amendé à nouveau (le "**Contrat de Crédits Senior**") et aux autres documents de financement désignés par l'appellation "*Secured Documents*" dans la Convention de Nantissement de Cinquième Rang,

#### DONNE INSTRUCTION A :

- (1) **WP SK France**, une *société par actions simplifiée* de droit français, au capital de €37.825.960,00, dont le siège social est à 65 Avenue Jean Mermoz, 93120 La Courneuve, France, et dont le numéro unique d'identification est 505 010 488 RCS Bobigny (pris en sa qualité de teneur de compte de ses propres valeurs mobilières ci-après dénommée, selon le cas, la "**Société**" ou le "**Teneur de Compte-Titres**") :
  - (a) de maintenir ouvert, à son nom et dans les livres du Teneur de Compte Titres, un compte spécial d'actionnaire numéro 1ter (ci-après dénommé le "**Compte Titres**"), sur lequel sont inscrites, à la date de la présente déclaration, 37.825.960 actions ordinaires émises par la Société d'une valeur nominale de 1€ (ci-après dénommés les "**Titres Financiers**") ;
  - (b) d'enregistrer le nantissement créé conformément aux termes de la présente déclaration de nantissement de compte-titres dans le registre de mouvement de titres de la Société en y inscrivant la mention suivante : *Affectation en nantissement de cinquième rang aux termes d'une déclaration de nantissement en date du \_\_\_\_ 2023 (la "**Déclaration**") en garantie des obligations décrites sous le terme d'Obligations Garanties contractées par le Constituant en faveur des Bénéficiaires tels qu'identifiés dans la Déclaration ;* et

- (c) le cas échéant, de verser sur le Compte Bancaire (tel que défini ci-dessous), ouvert dans les livres du Teneur de Compte Bancaire (tel que défini ci-dessous), l'intégralité des fruits et produits en toute monnaie qui sont (ou seront) dus au Constituant au titre des Titres Financiers,

## ET

- (2) BNP Paribas, dont le siège social est à 16 boulevard des Italiens, 75009 Paris, France, et dont le numéro unique d'identification est 662 042 449 RCS Paris, agissant par l'intermédiaire de son agence située à 193 rue de Bercy, Tour Gamma A, 75012 Paris, France (le "**Teneur de Compte Bancaire**") :
  - (a) de maintenir ouvert au nom du Constituant et dans les livres du Teneur de Compte Bancaire, un compte bancaire numéro FR76 3000 4025 1100 0437 9047 468 réputé faire partie intégrante du Compte-Titres à la date de signature de la présente déclaration de nantissement (ci-après dénommé le "**Compte Bancaire**" ; et
  - (a) de recevoir sur le Compte Bancaire l'intégralité des fruits et produits en toute monnaie qui sont (ou seront) dus au Constituant au titre des Titres Financiers.

## ET AFFECTE EN NANTISSEMENT LE COMPTE-TITRES ET LE COMPTE BANCAIRE AU BÉNÉFICE DE :

- (1) **WILMINGTON TRUST (LONDON) LIMITED**, une société de droit anglais, dont le siège social est à Third Floor, 1 King's Arms Yard, Londres, EC2R 7AF (Royaume-Uni) et immatriculée sous le numéro 05650152, partie en tant qu'agent (*Facility Agent*) au titre du Contrat de Crédits Senior et de la Convention de Nantissement de Cinquième Rang (ci-après, l'"**Agent des Crédits Senior**" cette expression incluant ses successeurs, ayants droit et cessionnaires),
- (2) **LES ENTITÉS** parties en tant que *Lenders* au titre du Contrat de Crédits Senior et *Senior Lenders* au titre de la Convention de Nantissement de Cinquième Rang dont la liste à la date des présentes figure en Annexe B, partie 1 de la présente déclaration (ci-après les "**Prêteurs Senior**" cette expression incluant leurs successeurs, ayants droit et cessionnaires),
- (3) **WILMINGTON TRUST (LONDON) LIMITED**, une société de droit anglais, dont le siège social est à Third Floor, 1 King's Arms Yard, London, EC2R 7AF et immatriculée sous le numéro 05650152, partie en tant qu'Agent des Sûretés (*Security Agent*) au titre de l'*Intercreditor Agreement* et de la Convention de Nantissement de Cinquième Rang (ci-après, l'"**Agent des Sûretés**" cette expression incluant ses successeurs, ayants droit et cessionnaires),

(l'Agent des Crédits Senior, les Prêteurs Senior et l'Agent des Sûretés ci-après dénommés, collectivement, les "**Bénéficiaires**") ;

**EN GARANTIE DE L'EXÉCUTION** des obligations de paiement suivantes du Constituant envers chacun des Bénéficiaires (ci-après dénommées, les "**Obligations Garanties**"), dans les conditions et limites spécifiées dans les *Secured Documents*, y compris au titre de futures mises à disposition de fonds conformément aux termes des *Secured Documents*, que ce soit seul, conjointement ou solidairement avec toute autre personne, inconditionnellement ou non, immédiatement ou à terme, en tant qu'emprunteur, caution ou autrement, à savoir:

- (i) au titre du Contrat de Crédits Senior, en sa qualité de garant (*Guarantor*) des obligations des autres débiteurs (*Obligors*) aux termes du Contrat de Crédits Senior, dans tous les cas sous réserve des stipulations de l'article 21 (*Guarantee and Indemnity*) du Contrat de Crédits Senior,
  - A. au titre du crédit tranche B3 (*Facility B3*) pour un montant maximum en principal de 490.000.000 EUR,
  - B. au titre du crédit tranche B4 (*Facility B4*) pour un montant maximum en principal de 105.994.800 GBP,
  - C. au titre du crédit renouvelable 2 (*Revolving Facility 2*) pour un montant maximum en principal de 84.500.000 GBP,
- (ii) en sa qualité de débiteur (*Debtor*) au titre de la Dette Parallèle (*Parallel Debt*) aux termes de l'article 17.2 (*Parallel Debt (Covenant to pay the Security Agent)*) de l'*Intercreditor Agreement*, dans tous les cas sous réserve des stipulations de l'article 21 (*Guarantee and Indemnity*) du Contrat de Crédits Senior;

étant entendu que ses obligations garanties décrites au paragraphe (i) ci-dessus en qualité de garant (*Guarantor*) et au paragraphe (ii) ci-dessus en qualité de débiteur (*Debtor*), n'excéderont pas un montant total de 490.000.000 EUR et de 190.494.800 GBP,

augmentées de toute somme résultant d'une capitalisation d'intérêts et le cas échéant, de tous intérêts, tous intérêts de retard, frais, honoraires, commissions et accessoires quelconques, calculés conformément aux termes des *Secured Documents*, étant précisé que tout paiement effectué conformément au paragraphe (i) ci-dessus réduira *pro tanto* le montant dû conformément au paragraphe (ii) d'un montant égal et vice versa.

Selon les termes et conditions stipulés dans la Convention de Nantissement de Cinquième Rang et étant précisé que les termes en langue anglaise utilisés dans la présente déclaration auront, sauf stipulation contraire, le sens qui leur est attribué dans la Convention de Nantissement de Cinquième Rang.

Fait à Paris, le \_\_\_\_\_ 2023

En deux (2) exemplaires originaux.

Pour constitution du Nantissement

**Le Constituant**

Safetykleen Group Services Limited

\_\_\_\_\_  
Par :



**Annexe A**  
**Convention de Nantissement de Compte-Titres**

**Annexe B**  
**Liste des Prêteurs Senior**

**SCHEDULE 2B**  
**Form of Additional Statement of Pledge**

**Déclaration de Nantissement de Compte-Titres**

soumise aux dispositions de l'article L. 211-20 du Code monétaire et financier

**APRÈS AVOIR PRÉALABLEMENT RAPPELÉ :**

- (A) que le Constituant a constitué en garantie des Obligations Garanties (telles que définies ci-après) conformément aux termes d'une convention de nantissement de compte-titres de cinquième rang intitulée « *Fifth Ranking Securities Account Pledge Agreement* » en date du \_\_\_\_\_ 2023 entre, notamment, le Constituant, l'Agent des Crédits Senior, l'Agent des Sûretés et les Prêteurs Senior (tels que définis ci-après) dont une copie figure en Annexe A de la présente déclaration de nantissement et qui fait partie intégrante de cette déclaration (la "**Convention de Nantissement de Cinquième Rang**") ; et
- (B) qu'aux termes notamment de l'article 2.3 de la Convention de Nantissement de Cinquième Rang, le Constituant s'est engagé à étendre le bénéfice du nantissement de compte-titres de cinquième rang ainsi constitué en faveur des *Hedge Counterparties* (tel que ce terme est défini dans les *Secured Documents*) au plus tard, (i) à la date de signature du *Hedging Agreement* correspondant, (ii) à la date d'accession de la *Hedge Counterparty* concernée à l'*Intercreditor Agreement* et à la Convention de Nantissement de Cinquième Rang et (iii) à la signature et la remise de la présente déclaration de nantissement de compte-titres ;

**LA SOUSSIGNÉE**

**Safetykleen Group Services Limited**, une société de droit [●], dont le siège social est à [●], et dont le numéro d'immatriculation est [●] (ci-après dénommée le "**Constituant**"),

conformément à la Convention de Nantissement de Cinquième Rang,

**DÉCLARE QUE :**

- (a) le compte spécial d'actionnaire numéro [●] (ci-après dénommé le "**Compte-Titres**") ouvert à son nom dans les livres de [●], une [société par actions simplifiée] de droit français, au capital de € [●], dont le siège social est à [●], France, et dont le numéro unique d'identification est [numéro] RCS [registre] (prise en sa qualité de teneur de compte de ses propres valeurs mobilières ci-après dénommée, selon le cas, la "**Société**" ou le "**Teneur de Compte-Titres**"), et au crédit duquel figurent les titres financiers désignés ci-dessous :

Nombre :	Désignation :	Valeur nominale :
	actions [ordinaires] émises par [●]	[●]

et

- (b) (le compte bancaire numéro [●] (ci-après dénommé le "**Compte Bancaire**") ouvert dans les livres de [●] (le "**Teneur du Compte Bancaire**"), réputé faire partie intégrante du Compte Nantis ;

## **SONT CONSTITUES EN NANTISSEMENT :**

au bénéfice des nouveaux bénéficiaires identifiés ci-après (les "**Bénéficiaires Additionnels**") :

- (1) [BANQUE DE COUVERTURE 1], société de droit [●] dont le siège social est [●] et dont le numéro d'immatriculation est [●], et
- (2) [BANQUE DE COUVERTURE 2], société de droit [●] dont le siège social est [●] et dont le numéro d'immatriculation est [●],

## **EN GARANTIE DE L'EXÉCUTION :**

des obligations de paiement suivantes de [●] envers chacun des Bénéficiaires Additionnels (ci-après dénommées, les "**Obligations Garanties**"), dans les conditions et limites spécifiées dans les *Secured Documents*, que ce soit seul, conjointement ou solidairement avec toute autre personne, inconditionnellement ou non, immédiatement ou à terme, en tant que débiteur principal, caution ou garant, à savoir les obligations de paiement et de remboursement au titre des *Hedging Agreements*, plus tous intérêts, intérêts de retard, commissions, frais et accessoires quelconques dus au titre des *Hedging Agreements*.

Selon les termes et conditions stipulés dans la Convention de Nantissement de Cinquième Rang et étant précisé que les termes en langue anglaise utilisés dans la présente déclaration auront, sauf stipulation contraire, le sens qui leur est attribué dans la Convention de Nantissement de Cinquième Rang.

Fait à [●], le [●]

En [lettres] [(chiffres)] exemplaires originaux.

Pour constitution du Nantissement

### **Le Constituant**

Safetykleen Group Services Limited

Par : \_\_\_\_\_

**Annexe A**  
**Convention de Nantissement de Compte-Titres**

**SCHEDULE 3**  
**Form of Certificate of Pledge of Securities Account**

**Attestation de Nantissement de Compte-Titres**

*(Pledged Securities Account)*

Je, soussigné Andrew Griffith, en ma qualité de Directeur Général de WP SK France, atteste par les présentes que :

- (i) 37.825.960 actions émises par WP SK France et détenues par Safetykleen Group Services Limited et visées dans la déclaration de nantissement de compte-titres établie par Safetykleen Group Services Limited en date du \_\_\_\_ 2023, sont inscrites sur le compte spécial numéro 1er ouvert au nom de Safetykleen Group Services Limited ; et
- (ii) ledit compte est nanti en faveur des Bénéficiaires ("*Secured Parties*") (tel que ce terme est défini dans ladite déclaration de nantissement de compte-titres) et porte mention expresse dudit nantissement de cinquième rang.

Aucun autre nantissement n'est inscrit à la date de la présente attestation sur les titres désignés dans la déclaration de nantissement (directement ou par voie d'un compte-titres), à l'exception (i) du nantissement de premier rang consenti aux bénéficiaires sous le terme *First Ranking Secured Parties*, (ii) du nantissement de second rang consenti aux bénéficiaires sous le terme *Second Ranking Secured Parties* et (iii) du nantissement de troisième rang consenti aux bénéficiaires sous le terme *Third Ranking Secured Parties* et (iv) du nantissement de quatrième rang consenti aux bénéficiaires sous le terme *Fourth Ranking Secured Parties* dans la convention de nantissement de cinquième rang signée en date du \_\_\_\_ 2023 et dont une copie figure en annexe de la déclaration de nantissement de compte-titres susmentionnée.

Nous accusons réception de la déclaration de nantissement de compte-titres susvisée et, notamment, de l'interdiction faite au constituant du nantissement de disposer des titres financiers inscrits dans le compte nanti dans les conditions stipulées à la convention de nantissement qui nous a été communiquée.

Fait à Paris, le \_\_\_\_\_ 2023

**Le Teneur de Compte-Titres**

WP SK France

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Par:

**SCHEDULE 4**  
**Form of Certificate of Pledge of Cash Proceeds**

**Attestation de Nantissement de Fruits et Produits**

*(Pledged Bank Account)*

Après avoir pris connaissance de la Déclaration de Nantissement de Compte-titres ("*Statement of Pledge*") relative aux Titres Financiers de WP SK France, en date du \_\_\_\_ 2023 signée par Safetykleen Group Services Limited,

Nous soussignés, agissant en qualité de Teneur de Compte Bancaire ("*Bank Account Holder*"),

- (a) attestons par la présente le nantissement de cinquième rang du Compte Bancaire ("*Pledged Bank Account*") dont les références figurent sur ladite déclaration de nantissement au profit des Bénéficiaires ("*Secured Parties*"),
- (b) confirmons avoir pris acte des modalités de fonctionnement du Compte Bancaire ("*Pledged Bank Account*"), conformément aux conditions prévues à une convention de nantissement de compte-titres de cinquième rang (intitulée "*Fifth Ranking Securities Account Pledge Agreement*") en date du \_\_\_\_ 2023 (la "**Convention de Nantissement de Cinquième Rang**") entre notamment le Constituant et les Bénéficiaires ("*Secured Parties*") et acceptons les engagements en résultant, étant précisé que notre responsabilité ne pourra être engagée qu'en cas de faute lourde ou intentionnelle de notre part, et
- (c) confirmons qu'en cas de survenance d'un Cas de Réalisation ("*Enforcement Event*"), conformément à l'article 4.2.3 de la Convention de Nantissement de Cinquième Rang, nous nous engageons, à compter de la notification qui nous en sera faite par l'Agent des Sûretés ("*Security Agent*") à bloquer les sommes figurant au crédit du Compte Bancaire ("*Pledged Bank Account*").

Les termes des présentes commençant par une majuscule ont la signification qui leur est donnée à la Convention de Nantissement de Cinquième Rang.



Fait à Paris, le \_\_\_\_\_ 2023

En deux (2) exemplaires originaux.

**Le Teneur de Compte Bancaire**

BNP Paribas

Par : \_\_\_\_\_

**SCHEDULE 5**  
**Form of Accession Letter (Hedge Counterparty)**

[Hedge Counterparty letterhead paper]

To:               [Pledgor]  
                      [Security Agent]

The undersigned, acting as [legal representative / other] of [Name of the Hedge Counterparty], a [\_\_\_\_\_] company with a share capital of [\_\_\_\_\_] , whose registered office is at [\_\_\_\_\_] , and whose registration number is [\_\_\_\_\_] , in its capacity as Hedge Counterparty under the Hedging Agreements hereby declares that [Name of Hedge Counterparty] accepts the benefit of the provisions of the fifth ranking securities account pledge agreement dated [\_\_\_\_\_] 2023 entered into between, *inter alia*, [Pledgor] and [Security Agent] (the "**Fifth Ranking Pledge Agreement**") and that [Name of the Hedge Counterparty] fully accedes to the Fifth Ranking Pledge Agreement without any reservation.

To this effect, we declare that we have received a copy of the Fifth Ranking Pledge Agreement.

Terms in capital letters used in this letter have the meaning given to them in the Fifth Ranking Pledge Agreement.

We confirm that we have acceded to the Intercreditor Agreement as Hedge Counterparty.

In [●], on [●]

in [letter] [(number)] original copies.

**The Hedge Counterparty**

[●]

## SCHEDULE 2A

### Form of Original Statement of Pledge

#### Statement of Pledge over the Securities Account

subject to the provisions of article L. 211-20 of the French *Code monétaire et financier*

#### THE UNDERSIGNED

**Safetykleen Group Services Limited**, a company incorporated under English law, whose registered office is at Profile West, 950 Great West Road, Brentford, Middlesex, TW8 9ES, United-Kingdom, with registration number 06544285 (the "**Pledgor**");

In accordance with the terms of a fifth ranking securities account pledge agreement dated \_\_\_\_\_ 2023 entered into between, *inter alios*, the Pledgor, the Agent, the Lenders and the Security Agent, a copy of which is appended to Schedule A to this statement and which forms an integral part of this statement (hereinafter referred to as the "**Fifth Ranking Pledge Agreement**") and as security for all its Secured Liabilities (as defined below) (i) under a facilities agreement dated 8 June 2017 entered into between, *inter alios*, the Pledgor as Guarantor, the Facility Agent, the Lenders and the Security Agent (as such terms are defined below), as amended by an amendment and restatement agreement dated 11 April 2018, an amendment letter dated 22 October 2021 and an amendment and restatement agreement dated 10 February 2023 as it may be amended from time to time (the "**Senior Facilities Agreement**"); and (ii) any other finance documents referred to as Secured Documents in the Fifth Securities Accounts Pledge Agreement;

#### GIVES INSTRUCTION TO

(1) **WP SK France**, a *société par actions simplifiée* incorporated under French law, having a share capital of €37.825.960,00, whose registered office is at 65 Avenue Jean Mermoz, 93120 La Courneuve, France, with registration number 505 010 488 RCS Bobigny (in its capacity as account holder of its own securities, hereinafter referred to as the "**Company**" or "**Securities Account Holder**");

- (a) to maintain open in its name in the books of the Securities Account Holder a special shareholder account (*compte spécial d'actionnaire*) with account number 1ter (the "**Securities Account**") in which are registered, as at the date of this statement the 37,825,960 ordinary shares issued by the Company of an initial nominal value of 1€ (the "**Financial Securities**").
- (b) to register the pledge created in accordance with the terms of this statement of fifth ranking in the shares transfer register of the Company by recording the following statement: "*Fifth ranking pledge created in accordance with the terms of this statement of fifth ranking dated \_\_\_\_\_ 2023 (the "**Statement**") in favour of the Lenders identified in the Statement as security for the Secured Liabilities (as these are defined in the Statement)*"; and
- (c) where applicable, to pay on the Bank Account (as defined below) opened in the books of the Bank Account Holder (as defined below), all revenues and proceeds in any currency which are (or will be) owed to the Pledgor under the Financial Securities.

**AND**

- (5) BNP Paribas, whose registered office is at 16 boulevard des Italiens, 75009 Paris, France, with registration number 662 042 449 RCS Paris, acting through its branch located at 193 rue de Bercy, Tour Gamma A, 75012 Paris, France (the "**Bank Account Holder**") :
- (a) to maintain open in the name of the Pledgor and in the books of the Bank Account Holder a bank account number FR76 3000 4025 1100 0437 9047 468, deemed to be an integral part of the Securities Account at the execution date of this statement of pledge, (the "**Bank Account**"); and
  - (b) to receive on the Bank Account all revenues and proceeds in any currency, owed (or to be owed) to the Pledgor under the Financial Securities.

**AND CREATES A PLEDGE OVER THE SECURITIES ACCOUNT AND THE BANK ACCOUNT IN FAVOUR OF:**

- (1) **WILMINGTON TRUST (LONDON) LIMITED**, a company incorporated under the English law, whose register office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (United-Kindom), with registration number 05650152, in its capacity as Facility Agent under the Senior Facilities Agreement and the Fifth Ranking Pledge Agreement (the "**Facility Agent**", which includes its successors, transferees and assigns in title),
- (2) **THE ENTITIES**, in their capacity as Lenders under the Senior Facilities Agreement and Senior Lenders under the Fifth Ranking Pledge Agreement, the list of which appears in Schedule B Part 1 of this statement (the "**Senior Lender**" which includes its successors, transferees and assigns in title);
- (3) **WILMINGTON TRUST (LONDON) LIMITED**, a company incorporated under English law, whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF, with registration number 05650152, in its capacity as Security Agent under the Intercreditor Agreement and the Fifth Ranking Pledge Agreement (the "**Security Agent**", which includes its successors, transferees and assigns in title),

(the Facility Agent, the Senior Lenders and the Security Agent, and together, the "**Secured Parties**");

**AS SECURITY FOR** the following payment and repayment obligations of the Pledgor owed to each of the Secured Parties (the "**Secured Liabilities**"), under the conditions and limitations specified in the Secured Documents, including those relative to the funds which will be made available in accordance with the Secured Documents, independently, jointly or severally with any other person, unconditionally or not, immediately or at term, as borrower, guarantor or otherwise, including:

- (i) under the Senior Facilities Agreement, subject always to the provisions of clause 21 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, in its capacity as Guarantor in connection with the obligations of the other Obligor under the Senior Facilities Agreement in relation to:
  - A. the Facility B3 in a maximum principal amount of €490,000,000,
  - B. the Facility B4 in a maximum principal amount of £105,994,800,
  - C. the Revolving Facility 2 in a maximum principal amount of £84,500,000,

- (ii) subject always to the provisions of clause 21 (Guarantee and Indemnity) of the Senior Facilities Agreement, in its capacity as Debtor (as such term is defined under the Intercreditor Agreement) under clause 17.2 (Parallel Debt (Covenant to pay the Security Agent)) of the Intercreditor Agreement,

it being understood that its Secured Liabilities as Guarantor under paragraph (i) and as Debtor under paragraph (ii) above shall not exceed a maximum principal aggregate amount of €490,000,000 and £190,494,800,

in each case, increased by all sums due as interest, indemnities, penalties, costs, commissions or incidental expenses, all calculated pursuant to the Secured Documents, provided that any payment made under paragraph (i) above shall reduce pro tanto the amount due under paragraph (ii) for an equal amount and vice versa.

In accordance with the terms and conditions set out in the Fifth Ranking Pledge Agreement and it being specified that the English terms used in this statement shall have, unless otherwise specified, the meaning ascribed to them in the Fifth Ranking Pledge Agreement.

Entered into in Paris, on \_\_\_\_\_ 2023

in two (2) original copies.

To create the Pledge

**The Pledgor**

Safetykleen Group Services Limited

\_\_\_\_\_

By :

**Annexe A**  
**Securities Account Pledge Agreement**

**Annexe B**  
**List of Senior Lenders**



## SCHEDULE 2B

### Form of Additional Statement of Pledge

in accordance with article L. 211-20 of the French Code monétaire et financier

#### AFTER RECALLING:

- (A) that the Pledgor pledged as security for all its Secured Liabilities (as defined below) under the fifth ranking securities account pledge agreement dated \_\_\_\_ 2023 entered into, *inter alios*, the Pledgor, the Facility Agent, the Security Agent (as defined below) a copy of which is appended to Schedule A to this statement and which forms an integral part of this statement (the "Fifth Ranking Pledge Agreement"); and
- (A) that pursuant to the terms of Clause 2.3 of the Fifth Ranking Pledge Agreement, the Pledgor has undertaken to extend the benefit of the pledge of the fifth ranking pledge thus constituted in favour of the Hedge Counterparties (as defined in the Secured Documents) on or before (i) the date of signing of the relevant Hedging Agreement, (ii) the date of the accession of the relevant Hedge Counterparty to the Intercreditor Agreement and the Fifth Ranking Pledge Agreement and (iii) the execution and delivery of this statement;

#### THE UNDERSIGNED:

**Safetykleen Group Services Limited**, incorporated under the laws of [●], whose registered office is at [●], with registration number [●] (the "**Pledgor**");

in accordance with the terms of the Fifth Ranking Pledge Agreement,

#### STATES THAT:

- (a) the special shareholder account number [●] (hereinafter referred to as the "**Securities Account**") opened in its name in the books of [name of the company], a [société anonyme/société par actions simplifiée] under French law, with a share capital of €[●], whose registered office is at [●], France, and whose identification number is [number] RCS [register] (in its capacity as account holder of its own securities hereinafter referred to as the "**Company**" or the "**Securities Account Holder**", as the case may be), and to whose credit appear the financial securities described below:

Number	Designation :	Nominale value :
[●]	[ordinary] shares issued by [ ]	[ ]€

and

- (b) (the bank account number [●] (hereinafter referred to as the "**Bank Account**") opened in the books of [●] (the "**Bank Account Holder**"), deemed to form an integral part of the Pledged Account;

**IS CREATED AS A PLEDGE:**

In favour of the additional secured parties identified hereafter (the "**Additional Secured Parties**") :

- (1) [HEDGING BANK 1], incorporated under the laws of [●], whose registered office is at [●], with registration number [●]; and
- (1) [HEDGING BANK 2], incorporated under the laws of [●], whose registered office is at [●], with registration number [●].

**AS SECURITY FOR:**

The following payment and repayment obligations of [●] to each of the Additional Secured Parties (the "**Secured Liabilities**"), under the conditions and limitations specified in the Secured Documents, including those relative to the funds which will be made available in accordance with the Secured Documents, independently, jointly or severally with any other person, unconditionally or not, immediately or at term, as borrower, guarantor or otherwise, including the payment obligations and repayment obligation under the Hedging Agreements increased by all sums due as interest, indemnities, penalties, costs, commissions or incidental expenses, all calculated pursuant to the Hedging Agreements.

In accordance with the terms and conditions set out in the Fifth Ranking Pledge Agreement and it being specified that the English terms used in this statement shall have, unless otherwise specified, the meaning ascribed to them in the Fifth Ranking Pledge Agreement.

Entered into in [●] on [●]

In two (2) original copies.

To create the Pledge

**The Pledgor**

Safetykleen Group Services Limited

By : \_\_\_\_\_

**Annexe A**  
**Securities Account Pledge Agreement**

**SCHEDULE 3**  
**Form of Certificate of Pledge of Securities Account**

(Pledged Securities Account)

I undersign, Andrew Griffith, acting as General Manager of WP SK France hereby certify that:

- (i) 37,825,960 shares issued by WP SK France and held by, Safetykleen Group Services Limited and designated in the securities account statement of pledge issued by Safetykleen Group Services Limited dated \_\_\_\_\_ 2023, have been registered in the special account number 1ter opened in the name of Safetykleen Group Services Limited; and
- (ii) such account is pledged in favour of the Secured Parties (as defined in the said securities account statement of pledge) and expressly mentions such pledge.

No other pledge is registered as of the date of this certificate on the securities designated in the statement of pledge (directly or through a securities account), subject to (i) the first ranking pledge agreement granted in favour of the first ranking secured parties; (ii) the second ranking pledge agreement granted in favour of the second ranking secured parties, (iii) the third ranking pledge agreement granted in favour of the third ranking secured parties and (iv) the fourth ranking pledge defined as *Fourth Ranking Secured Parties* under the fifth ranking pledge agreement dated \_\_\_\_\_ 2023 a copy of which is attached to the said statement of pledge.

We acknowledge receipt of the above-mentioned statement of pledge of securities account and, in particular, of the prohibition of the pledgor to dispose of the financial securities recorded in the pledged account in accordance with the conditions stipulated in the pledge agreement communicated to us.

Entered into in [•] on [•],

**The Securities Account Holder**

WP SK France

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By:

**SCHEDULE 4**  
**Form of Certificate of Pledge of Cash Proceeds**

*(Pledged Bank Account)*

Further to our review of the Original Statement of Pledge relating to the Financial Securities of WP SK France, dated \_\_\_\_ 2023 and executed by Safetykleen Group Services Limited,

We, the undersigned, acting in our capacity as Bank Account Holder,

- (a) hereby certify that the Pledged Bank Account the references of which are mentioned in said statement of pledge is pledged in favour of the Secured Parties;
- (b) confirm that we have noted the conditions of operation of the Pledged Bank Account, in accordance with the terms set out in a fifth ranking pledge agreement dated \_\_\_\_ 2023 between, *inter alios*, the Pledgor and the Secured Parties (the "**Fifth Ranking Pledge Agreement**") and accept the commitments resulting therefrom, provided that our liability shall be limited to cases of gross negligence or wilful misconduct; and
- (c) confirm that upon the occurrence of an Enforcement Event, in accordance with Clause 4.2.3 of the Fifth Ranking Pledge Agreement, we undertake, as from the date of the notice served us by the Security Agent, to block the amounts standing to the credit of the Pledged Bank Account.

Capitalised terms used herein shall have the meaning ascribed to them in the Fifth Ranking Pledge Agreement.

Executed in [●] on [●] 2019

In two (2) original copies.

**The Bank Account Holder**

BNP Paribas

By : \_\_\_\_\_