



**Registration of a Charge**

Company name: **LYTHAM INTERMEDIATE LIMITED**

Company number: **10708559**



X661YW60

Received for Electronic Filing: **16/05/2017**

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**Details of Charge**

Date of creation: **04/05/2017**

Charge code: **1070 8559 0002**

Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. AS COLLATERAL AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HUNTON & WILLIAMS LLP, SOLICITORS FOR THE COLLATERAL AGENT**



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

Company number: 10708559

Charge code: 1070 8559 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2017 and created by LYTHAM INTERMEDIATE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2017 .

Given at Companies House, Cardiff on 17th May 2017

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

## PLEDGE AGREEMENT

This PLEDGE AGREEMENT (this “**Agreement**”) is dated as of May 4, 2017, by and between LYTHAM INTERMEDIATE LIMITED, a company registered (registered number 10708559) under the laws of England and Wales (“**Grantor**”), and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, “**Collateral Agent**”).

### RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Energy Services Group, LLC, a Delaware limited liability company (“**Company**”), Lytham Bidco Limited (“**UK Borrower**”), Grantor, as a Guarantor, ESG Investments, Inc., a Delaware corporation (“**ESG Investments**”), as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time (collectively the “**Lenders**”), GSSLG, as Administrative Agent, Collateral Agent and Co-Lead Arranger and Wells Fargo Bank, National Association, as Co-Lead Arranger;

WHEREAS, Grantor, as the indirect parent of Company, directly and substantially benefits from the credit facilities made available to Company by Lenders under the Credit Agreement; and

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Interest Rate Agreements, respectively, Grantor has agreed to secure Credit Parties’ Obligations under the Credit Documents as set forth herein.

NOW, THEREFORE, in consideration of the premises, the agreements, provisions and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor and Collateral Agent agree as follows:

### SECTION 1. DEFINITIONS.

**1.1 General Definitions.** In this Agreement, the following terms shall have the following meanings:

“**Agreement**” shall have the meaning set forth in the preamble.

“**Collateral Agent**” shall have the meaning set forth in the preamble.

“**Credit Agreement**” shall have the meaning set forth in the recitals.

“**Grantor**” shall have the meaning set forth in the preamble.

“**Pledged Equity Interests**” shall mean all ownership interests, equity interests, limited liability company interests, shares of Capital Stock, Securities, partnership interests or

other interests owned by Grantor in ESG Investments whether now owned or hereafter acquired, including but not limited to, such interests listed on Schedule 4.1.1 under the heading “Pledged Equity Interests” (as such schedule may be amended or supplemented from time to time in accordance with the terms hereof) and the certificates, if any, representing such interests and any interest of any Pledgor on the books and records of such company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such interests, in each case, in ESG Investments.

“**Pledge Supplement**” shall mean any supplement to this Agreement in substantially the form of Exhibit A.

“**Secured Obligations**” shall have the meaning assigned in Section 3.1.

“**Secured Parties**” shall mean the Lenders and the Lender Counterparties and shall include, without limitation, all former Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full.

**1.2 Definitions; Interpretation.** All capitalized terms used herein (including the preamble and recitals hereto) but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or, if not defined therein, in the UCC. References to “Sections,” “Exhibits” and “Schedules” shall be to sections, exhibits and schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

## **SECTION 2. GRANT OF SECURITY.**

**2.1 Grant of Security.** Subject to the Security Principles set forth in Section 10.22 of the Credit Agreement, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under the Pledged Equity Interests, whether now owned or hereafter acquired, and all proceeds thereof, whether now existing or hereafter arising.

### **SECTION 3. SECURITY FOR OBLIGATIONS; GRANTOR REMAINS LIABLE.**

**3.1 Security for Obligations.** Subject to the Security Principles set forth in Section 10.22 of the Credit Agreement, this Agreement secures, and the Pledged Equity Interests are security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Grantor's Obligations forth in Sections 7.2 and 7.3 of the Credit Agreement (collectively, the "Secured Obligations").

**3.2 Continuing Liability Under Pledged Equity Interests.** Notwithstanding anything herein to the contrary, (a) Grantor shall remain liable for all obligations with respect to the Pledged Equity Interests and nothing contained herein is intended or shall be a delegation of duties to Collateral Agent or any Secured Party, (b) Grantor shall remain liable under each of the agreements with respect to the Pledged Equity Interests to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof, and neither Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement related to the Pledged Equity Interests, and (c) the exercise by Collateral Agent of any of its rights hereunder (other than the final disposition of such Pledged Equity Interests by Collateral Agent) shall not release Grantor from any of Grantor's duties or obligations under any such contracts or agreements.

**3.3 Acknowledgement.** GRANTOR ACKNOWLEDGES AND AGREES THAT THE PLEDGED EQUITY INTERESTS SECURE OBLIGATIONS OF ALL OF THE CREDIT PARTIES UNDER THE CREDIT DOCUMENTS, INCLUDING ANY CREDIT PARTIES IN WHICH GRANTOR DOES NOT OWN ANY INTEREST. NOTWITHSTANDING THE FOREGOING, GRANTOR HAS AGREED TO ENTER INTO THIS AGREEMENT AND TO PLEDGE THE PLEDGED EQUITY INTERESTS TO COLLATERAL AGENT HEREUNDER FOR THE BENEFIT OF ALL OF THE SECURED OBLIGATIONS AND HEREBY ACKNOWLEDGES THAT THE MAKING OF THE LOANS TO COMPANY AND/OR UK BORROWER UNDER THE CREDIT DOCUMENTS DIRECTLY AND SUBSTANTIALLY BENEFITS THE GRANTOR AS AN INDIRECT PARENT OF EACH OF COMPANY AND UK BORROWER.

### **SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.**

#### **4.1 Generally.**

(a) Representations and Warranties. Grantor hereby represents and warrants to Collateral Agent and each Secured Party, on the date hereof and each Credit Date, that:

(i) Grantor is the record and beneficial owner of the Pledged Equity Interests purported to be owned by Grantor or otherwise has the rights Grantor purports to have therein and, as to all Pledged Equity Interests whether now existing or hereafter

acquired, will continue to own or have such rights therein, in each case free and clear of any and all Liens, rights or claims of all other Persons (including, without limitation, liens arising as a result of Grantor becoming bound as debtor under a security agreement entered into by another Person) and there are no options or other rights to purchase or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests. Schedule 4.1.1 (as such schedule may be amended or supplemented from time to time) sets forth under the heading “Pledged Equity Interests” all of the Pledged Equity Interests owned by Grantor in ESG Investments;

(ii) Grantor is a company registered (registered number 10708559) under the laws of England and Wales;

(iii) [reserved];

(iv) [reserved];

(v) Grantor has not within the last five (5) years become bound as a debtor under a security agreement entered into by another Person with respect to the Pledged Equity Interests, which has not heretofore been terminated;

(vi) [reserved];

(vii) upon delivery of the certificates evidencing the Pledged Equity Interests to Collateral Agent, indorsed in blank by an effective indorsement (as defined in Section 8-107 of the UCC), the security interests granted to Collateral Agent hereunder constitute valid and perfected First Priority Liens on all of the Pledged Equity Interests to the extent such security interest can be perfected under the New York Uniform Commercial Code;

(viii) all actions and consents, including all filings, notices, registrations and recordings necessary for the exercise by Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Pledged Equity Interests under this Agreement have been made or obtained;

(ix) no effective UCC financing statement or other instrument similar in effect under any applicable law covering all or any part of the Pledged Equity Interests is on file in any filing or recording office except for financing statements for which proper termination statements have been delivered to Collateral Agent for filing;

(x) no authorization, approval, consent or other action by, and no notice to or filing with, any Governmental Authority or any other Person (including, without limitation, any other shareholder) is necessary, required or desirable in connection with (A) the pledge or grant by Grantor of the Liens purported to be created in favor of Collateral Agent hereunder, (B) the exercise by Collateral Agent of any rights or remedies in respect of any Pledged Equity Interests (whether specifically granted or created hereunder or created or provided for by applicable law), (C) the creation, perfection or First Priority status of the security interest of Collateral Agent in any

Pledged Equity Interests or (D) the exercise by Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of any remedies in respect thereof, except (A) for the filings contemplated by clause (viii) above and (B) as may be required by laws generally affecting the offering and sale of Securities;

(xi) all information supplied by Grantor with respect to any of the Pledged Equity Interests is accurate and complete in all material respects;

(xii) Grantor has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this Agreement and to carry out the transactions contemplated hereby;

(xiii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Grantor;

(xiv) the execution, delivery and performance by Grantor of this Agreement and the consummation of the transactions contemplated herein do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to Grantor, any of the Organizational Documents of Grantor, any issuer of the Pledged Equity Interests, or any other Credit Party, or any order, judgment or decree of any court or other Governmental Authority binding on Grantor; (b) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material Contractual Obligation of Grantor; (c) result in or require the creation or imposition of any Lien upon the Pledged Equity Interests (other than any Liens created hereunder in favor of Collateral Agent, on behalf of Secured Parties); or (d) require any approval of stockholders, members or partners or any approval or consent of any Person under any material Contractual Obligation of Grantor, except for such approvals or consents which will be obtained on or before the date hereof; and

(xv) (a) the Pledged Equity Interests are not dealt in or traded on securities exchanges or markets and (b) none of the Pledged Equity Interests are held in a Securities Account.

(b) Covenants and Agreements. Grantor hereby covenants and agrees with Collateral Agent and each Secured Party that:

(i) except for the security interest created by this Agreement and the other Credit Documents, Grantor shall not create or suffer to exist any Lien upon or with respect to any of the Pledged Equity Interests, and Grantor shall defend the Pledged Equity Interests against all Persons at any time claiming any interest therein;

(ii) upon Grantor obtaining knowledge thereof, it shall promptly notify Collateral Agent in writing of any event that may have a material adverse effect on the ability of Grantor or Collateral Agent to dispose of the Pledged Equity Interests or any portion thereof (including, without limitation, the levy of any legal process against the Pledged Equity Interests or any portion thereof);

(iii) without the prior written consent of Collateral Agent, Grantor shall not vote to permit any action: (A) which could materially impair Collateral Agent's rights in the Pledged Equity Interests, (B) to amend or terminate any Organizational Document of Grantor or any issuer of the Pledged Equity Interests in any way that adversely affects the validity, perfection or priority of Collateral Agent's security interest, (C) to permit the issuer of any Pledged Equity Interests to issue any additional equity interests or Securities of any nature or to issue equity interests or Securities convertible into or granting the right of purchase or exchange for any equity interest or Security of any nature of such issuer, other than as permitted under the Credit Agreement, (D) to, other than as permitted under the Credit Agreement, permit the issuer of any Pledged Equity Interests to dispose of all or a material portion of its assets, or (E) to cause the issuer of any Pledged Equity Interests to elect or otherwise take any action to cause such Pledged Equity Interests to not be certificated;

(iv) Grantor shall not sell, transfer or assign any Pledged Equity Interests unless (A) the purchaser, transferee or assignee, as applicable, executes and delivers to Collateral Agent contemporaneously with such sale, transfer or assignment (1) a Pledge Agreement substantially in the form of this Agreement and (2) an effective indorsement (as defined in Section 8-107 of the UCC) with respect to such Pledged Equity Interests and (B) such sale, transfer or assignment otherwise does not violate the terms of the Credit Agreement;

(v) in the event Grantor acquires after the date hereof any (A) rights in any Securities in exchange for or in lieu of Pledged Equity Interests or (B) additional Securities of any issuer of Pledged Equity Interests, Grantor shall deliver to Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Pledged Equity Interests. Notwithstanding the foregoing, Grantor agrees that the security interest of Collateral Agent shall attach to such Securities immediately upon Grantor's acquisition of rights therein and shall not be affected by the failure of Grantor to deliver a Pledge Supplement as required hereby; and

(vi) in the event Grantor receives any dividends, interest or distributions on any Pledged Equity Interests, or any Securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Pledged Equity Interests, (A) such dividends, interest or distributions and securities or other property shall be included in the definition of Pledged Equity Interests without further action and (B) if requested by the Collateral Agent, Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of Collateral Agent over such Pledged Equity Interests (including, without limitation, delivery thereof to Collateral Agent) and pending any such action Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of Collateral Agent and shall be segregated from all other property of Grantor; provided, however, that so long as no Event of Default shall have occurred and be continuing or result therefrom, Collateral Agent authorizes Grantor to retain (and such Grantor shall not be deemed to be holding in trust for Collateral Agent) all ordinary



cash dividends and distributions that would otherwise fall within the definition of Pledged Equity Interests paid in the normal course of business of the issuer.

(c) Delivery and Control. Grantor agrees that with respect to any Pledged Equity Interests in which Grantor currently has rights Grantor shall comply with the provisions of this Section 4.1(c) on or before the date hereof, and with respect to any Pledged Equity Interests hereafter acquired by Grantor, Grantor shall comply with the provisions of this Section 4.1(c) immediately upon acquiring rights therein, in each case in form and substance satisfactory to Collateral Agent. With respect to any Pledged Equity Interest that is represented by a certificate or that is an “instrument”, Grantor shall cause such certificate or instrument to be delivered to Collateral Agent, indorsed in blank by an effective indorsement (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a “certificated security” for purposes of the UCC. With respect to any Pledged Equity Interest that is an “uncertificated security” for purposes of the UCC, Grantor shall cause the issuer thereof to register Collateral Agent as the registered owner thereof on the books and records of such issuer.

(d) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

(1) except as otherwise set forth in this Agreement or in the Credit Agreement, Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Pledged Equity Interests or any part thereof for any purposes not inconsistent with the terms of this Agreement or the Credit Agreement; provided, that Grantor shall not, upon written notice of Collateral Agent exercise or refrain from exercising any such right if, upon Collateral Agent’s reasonable written request, such action would have a Material Adverse Effect on the value of the Pledged Equity Interests or any part thereof in the reasonable judgment of the Collateral Agent; it being understood, however, that neither the voting by Grantor of any Pledged Equity Interest for, or such Grantor’s consent to, the election of directors (or similar governing body) at a regularly scheduled annual or other meeting of stockholders, members or partners or with respect to incidental matters at any such meeting, nor Grantor’s consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement, shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this clause (1), and no notice of any such voting or consent need be given to Collateral Agent;

(2) Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to Grantor all proxies, and other instruments as Grantor may from time to time reasonably request for the purpose of enabling Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above;

(ii) Upon the occurrence and during the continuation of an Event of Default:

(1) and with contemporaneous notice from Collateral Agent to Grantor, all rights of Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(2) in order to permit Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) Grantor shall promptly execute and deliver (or cause to be executed and delivered) to Collateral Agent all proxies, dividend payment orders and other instruments as Collateral Agent may from time to time reasonably request and (2) Grantor acknowledges that Collateral Agent may utilize the power of attorney set forth in Section 6.

## **SECTION 5. FURTHER ASSURANCES.**

**5.1** Grantor agrees that from time to time, at the expense of the Credit Parties, Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and that Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Pledged Equity Interests. Without limiting the generality of the foregoing, Collateral Agent may file such financing or continuation statements, or amendments thereto, and Grantor shall execute and deliver such other agreements, instruments, endorsements as Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

**5.2** Grantor hereby authorizes Collateral Agent to file a Record or Records (as defined in Article 9 of the UCC), including, without limitation, any financing or continuation statements, and any amendments thereto, in any jurisdictions and with any filing offices as Collateral Agent may determine, in its reasonable discretion, are necessary to perfect the security interest granted to Collateral Agent herein. Such financing statements may describe the Pledged Equity Interests in the same manner as described herein or may contain an indication or description of Pledged Equity Interests that describes such property in any other manner as Collateral Agent may determine, in its reasonable discretion, is necessary, to ensure the perfection of the security interest in the Pledged Equity Interests granted to Collateral Agent herein. Grantor shall furnish to Collateral Agent from time to time any statements and schedules further identifying and describing the Pledged Equity Interests and such other reports in connection with the Pledged Equity Interests as Collateral Agent may reasonably request and determines, in its reasonable discretion, are necessary, all in reasonable detail.

## **SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.**

**6.1 Power of Attorney.** Grantor hereby irrevocably appoints Collateral Agent (such appointment being coupled with an interest) as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Collateral Agent or otherwise, from time to time in Collateral Agent's discretion to take any action and to execute any instrument that Collateral Agent may deem reasonably necessary to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittances and receipts for moneys due and to become due under or in respect of any of the Pledged Equity Interests;

(b) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that Collateral Agent may deem necessary or desirable for the collection of any of the Pledged Equity Interests or otherwise to enforce the rights of Collateral Agent with respect to any of the Pledged Equity Interests;

(c) to prepare and file any UCC financing statements against Grantor as debtor; and

(d) generally to (i) upon the occurrence and during the continuance of an Event of Default, sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Pledged Equity Interests as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and (ii) do, at Collateral Agent's option and Grantor's expense, at any time or from time to time, all acts and things that Collateral Agent deems reasonably necessary to protect and preserve Collateral Agent's security interest in the Pledged Equity Interests in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

**6.2 No Duty on the Part of Collateral Agent or Secured Parties.** The powers conferred on Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Pledged Equity Interests and shall not impose any duty upon Collateral Agent or any Secured Party to exercise any such powers. Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither Collateral Agent, any Secured Party nor any of their respective officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for any of their respective gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court.

## **SECTION 7. REMEDIES.**

### **7.1 Generally.**

(a) If any Event of Default shall have occurred and be continuing, Collateral Agent may exercise in respect of the Pledged Equity Interests, in addition to all other rights and

remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of Collateral Agent on default under the UCC to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue the following without notice (except as specified below or under the UCC), sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Pledged Equity Interests or any part thereof in one or more parcels at public or private sale, at any of Collateral Agent's offices or elsewhere, at the time or times, at the price or prices and upon the other terms as Collateral Agent may deem commercially reasonable.

(b) Collateral Agent or any Secured Party may be the purchaser of any or all of the Pledged Equity Interests at any public or private (to the extent that the portion of the Pledged Equity Interests being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and Collateral Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Equity Interests sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Pledged Equity Interests payable by Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of Pledged Equity Interests regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Collateral Agent arising by reason of the fact that the price at which any Pledged Equity Interests may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Collateral Agent accepts the first offer received and does not offer such Pledged Equity Interests to more than one offeree. Grantor further agrees that a breach of any of the covenants contained in this section will cause irreparable injury to Collateral Agent, that Collateral Agent has no adequate remedy at law in respect of such breach. As a consequence, each and every covenant contained in this section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this section shall in any way alter the rights of Collateral Agent hereunder.

(c) Collateral Agent may sell the Pledged Equity Interests without giving any warranties as to the Pledged Equity Interests. Collateral Agent may specifically disclaim or modify any warranties of title or the like. The foregoing shall not be considered to adversely affect the commercial reasonableness of any sale of the Pledged Equity Interests.

**7.2 Application of Proceeds.** Except as expressly provided elsewhere in this Agreement, all proceeds received by Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Pledged Equity Interests shall be applied in full or in part by Collateral Agent against, the Secured Obligations in the following order of priority: first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to Collateral Agent and its agents and counsel, and all other expenses, liabilities and advances made or incurred by Collateral Agent in connection therewith, and all amounts for which Collateral Agent is entitled to indemnification hereunder (in its capacity as Collateral Agent and not as a Lender), and to the payment of all costs and expenses paid or incurred by Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof; second, to the extent of any excess of such proceeds, to the payment of all other Secured Obligations for the ratable benefit of the Lenders and the Lender Counterparties; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

**7.3 Sales on Credit.** If Collateral Agent sells any of the Pledged Equity Interests upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Pledged Equity Interests, Collateral Agent may resell the Pledged Equity Interests and Grantor shall be credited with the proceeds of the sale.

**7.4 Securities Laws.** Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, Collateral Agent may be compelled, with respect to any sale of all or any part of the Pledged Equity Interests conducted without prior registration or qualification of such Pledged Equity Interests under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Pledged Equity Interests for their own account, for investment and not with a view to the distribution or resale thereof. Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Pledged Equity Interests for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Collateral Agent determines to exercise its right to sell any or all of the Pledged Equity Interests, upon written request, Grantor shall and shall cause the issuer of such Pledged Equity Interests to be sold hereunder from time to time to furnish to Collateral Agent all such information as Collateral Agent may request in order to determine the number and nature of interests, shares or other instruments included in the Pledged Equity Interests which may be sold by Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

**SECTION 8. COLLATERAL AGENT.** Collateral Agent has been appointed to act as agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Pledged Equity Interests), solely in accordance with this Agreement and the other Credit Documents. In furtherance of the foregoing provisions of this section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Pledged Equity Interests hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by Collateral Agent for the benefit of Lenders and Lender Counterparties in accordance with the terms of this section. Collateral Agent may resign at any time, and a replacement Collateral Agent shall be appointed, in accordance with Section 9.7 of the Credit Agreement.

**SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.** This Agreement shall create a continuing security interest in the Pledged Equity Interests and shall remain in full force and effect until the indefeasible payment in full of all Secured Obligations (other than contingent obligations for which no claim has been asserted which survive termination of the Credit Agreement) and the cancellation or termination of the Commitments in writing, be binding upon Grantor, its successors and assigns, and inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent and its successors, transferees and permitted assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the indefeasible payment in full of all Secured Obligations (other than contingent obligations for which no claim has been asserted which survive termination of the Credit Agreement) and the cancellation or termination of the Commitments in writing, this Agreement (including the powers granted in Section 6 hereof) and the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Pledged Equity Interests shall revert to Grantor. Upon any such termination, Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

**SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.** The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Pledged Equity Interests and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Pledged Equity Interests in its possession and the accounting for moneys actually received by it hereunder, Collateral Agent shall have no duty as to any Pledged Equity Interests or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Equity Interests. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Pledged Equity Interests in its possession if such Pledged Equity Interests are accorded treatment substantially equal to that which Collateral Agent accords its own property. Neither Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Pledged Equity Interests or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledged

Equity Interests upon the request of Grantor or otherwise. If Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of Collateral Agent incurred in connection therewith shall be payable by Grantor.

**SECTION 11. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

**SECTION 12. VENUE. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST GRANTOR ARISING OUT OF OR RELATING HERETO, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, GRANTOR IRREVOCABLY (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NON-EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (B) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO GRANTOR AT ITS ADDRESS PROVIDED HEREIN; (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (E) AGREES COLLATERAL AGENT AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.**

**SECTION 13. WAIVER OF TRIAL BY JURY. EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER HEREOF, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT (A) THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THE LOAN TRANSACTION REFERRED TO HEREIN, (B) IT HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND (C) IT WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING**

**CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS CLAUSE AND EXECUTED BY EACH PARTY HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

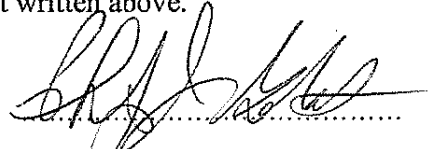
**SECTION 14. MISCELLANEOUS.** This Agreement, and the remedies set forth herein, are subject to and qualified in their entirety by the Security Principles set forth in Section 10.22 of the Credit Agreement. Any notice or other communication herein required or permitted to be given to either party shall be sent to such party's address as set forth on Appendix B to the Credit Agreement (as amended from time to time). Each notice hereunder shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given (a) when delivered in person or by courier service and signed for against receipt thereof, (b) upon receipt of telefacsimile or telex, or (c) three (3) Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided, no notice to any Collateral Agent shall be effective until received by such Collateral Agent. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or such condition exists. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement embodies the entire agreement and understanding between Grantor and the Collateral Agent and supersedes all prior agreements and understandings between such parties relating to the subject matter hereof. Accordingly, this Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in multiple counterparts (any of which may be delivered via facsimile or other electronic transmission) and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

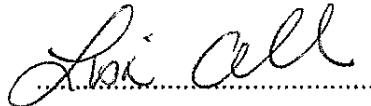


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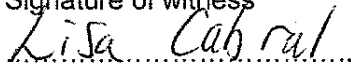
IN WITNESS WHEREOF, each of Grantor and Collateral Agent have caused this Agreement to be executed and delivered as of the date first written above.

Executed by **LYTHAM INTERMEDIATE LIMITED** as  
Grantor acting by Philip Galati, a director, in the  
presence of:

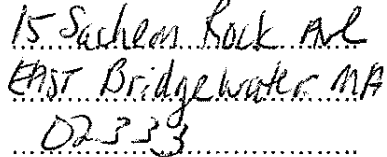
  
Signature of Director



Signature of witness



Name of witness



Address of witness

**GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P., as Collateral  
Agent**

By: Stephen Hipp  
Name: Stephen Hipp  
Title: Senior Vice President

Schedule 4.1.1  
to Pledge Agreement

Pledged Equity Interests:

Issuer	Certificate No.	No. of Pledged Units	% of Outstanding Equity Interests of the Issuer
ESG Investments, Inc.	C-4	1,000	100%

Exhibit A  
to Pledge Agreement

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated May 4, 2017, is delivered pursuant to that certain Pledge Agreement, dated as of May 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge Agreement**”), by and between LYTHAM INTERMEDIATE LIMITED (“**Grantor**”), and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent for the Secured Parties (in such capacity, “**Collateral Agent**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Pledge Agreement.

The undersigned Grantor hereby confirms the grant to Collateral Agent set forth in the Pledge Agreement of, and does hereby grant to Collateral Agent, a security interest in all of Grantor’s right, title and interest in and to all Pledged Equity Interests to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest. The undersigned Grantor (a) represents and warrants to Collateral Agent and each Secured Party that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Pledge Agreement and (b) agrees that such Supplements to Schedules shall constitute part of the Schedules to the Pledge Agreement.

IN WITNESS WHEREOF, the undersigned Grantor has caused this Pledge Supplement to be executed and delivered by its duly authorized representative as of the date first written above.

GRANTOR:

LYTHAM INTERMEDIATE LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Supplement to Schedule 4.1.1  
to Pledge Agreement

Additional Information:

Pledged Equity Interests:

Issuer	Certificate No.	No. of Pledged Units	% of Outstanding Equity Interests of the Issuer