

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 19, 2018**

CLEAN HARBORS, INC.

(Exact name of registrant as specified in its charter)

Massachusetts

(State or other jurisdiction
of incorporation)

001-34223

(Commission
File Number)

04-2997780

(IRS Employer
Identification No.)

**42 Longwater Drive, Norwell,
Massachusetts**

(Address of principal executive offices)

02061-9149

(Zip Code)

Registrant's telephone number, including area code **(781) 792-5000**

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

Incremental Facility Amendment to Term Loan Agreement

On July 19, 2018, Clean Harbors, Inc., a Massachusetts corporation (the “Company”), and substantially all of the Company’s domestic subsidiaries as guarantors, entered into an Incremental Facility Amendment dated as of July 19, 2018 (the “Incremental Facility Amendment”) to the Company’s existing Credit Agreement dated as of June 30, 2017 (as previously amended and further amended by the Incremental Facility Amendment, the “Term Loan Agreement”) with Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (the “Agent”), and certain other financial institutions. The Incremental Facility Amendment increases the principal amount of the initial term loans (the “Initial Term Loans”) outstanding under the Term Loan Agreement by \$350.0 million and, as a result of such increase, there are now an aggregate of \$746.0 million of Initial Term Loans outstanding. Initial Term Loans under the Term Loan Agreement will mature on June 30, 2024 and may be prepaid at any time without premium or penalty other than customary breakage costs with respect to Eurodollar based loans or if the Company engages in certain repricing transactions before January 19, 2019, in which event a 1.0% prepayment premium would be due. The Company’s obligations under the Term Loan Agreement are guaranteed by all of the Company’s domestic restricted subsidiaries and secured by liens on substantially all of the assets of the Company and the guarantors.

Initial Term Loans under the Term Loan Agreement bear interest, at the Company’s election, at either of the following rates: (a) the sum of the Eurodollar Rate (as defined in the Term Loan Agreement) plus 1.75%, or (b) the sum of the Base Rate (as defined in the Term Loan Agreement) plus 0.75%, with the Eurodollar Rate being subject to a floor of 0.00%. The Company has also agreed to pay certain customary fees under the Term Loan Agreement, including an annual administrative fee to the Agent.

The Term Loan Agreement contains representations and warranties, affirmative and negative covenants, and events of default, which the Company believes are usual and customary for an agreement of this type. Such covenants restrict the Company’s ability, among other matters, to incur debt, create liens on the Company’s assets, make restricted payments or investments or enter into transactions with affiliates.

As is true with respect to the Initial Term Loans previously outstanding under the Term Loan Agreement, the respective Agents under the Term Loan Agreement and the Company’s existing revolving credit agreement dated as of November 1, 2016, as amended (the “Revolving Credit Agreement”), under which Bank of America, N.A. serves as Agent for the lenders thereunder, are party to an intercreditor agreement dated as on June 30, 2017 (the “Intercreditor Agreement”), which was accepted by the Company and its domestic restricted subsidiaries. Among other matters, the Intercreditor Agreement would govern how the respective priorities of the security interests held by those respective Agents would be administered in the event of a default by the Company under either the Term Loan Agreement or the Revolving Credit Agreement. Under the Intercreditor Agreement, the Agent under the Revolving Credit Agreement would have a first-priority lien in the accounts receivable and proceeds thereof, and a second-priority lien in substantially all of the other assets (excluding real estate), of the Company and its domestic restricted subsidiaries, whereas the Agent under the Term Loan Agreement would have a second-priority lien in such accounts receivable and proceeds thereof and a first-priority lien in such other assets (but including certain real estate).

The above descriptions of the material terms and conditions of the Incremental Facility Amendment, the Term Loan Agreement, and the Intercreditor Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such documents which are filed as Exhibits either to this Report or to the Company’s Report on Form 8-K filed on June 30, 2017.

Certain lenders and agents that are parties to the Term Loan Agreement, or their respective affiliates, have in the past performed, and may in the future from time to time perform, investment banking, financial advisory, lending or commercial banking services for the Company and its subsidiaries and affiliates, either directly or through affiliates, for which they have received, and may in the future receive, customary compensation and reimbursement of expenses.

On July 19, 2018, the Company also entered into a second amendment to its existing Revolving Credit Agreement described above. That second amendment made certain minor changes to the terms of the Revolving Credit Agreement to reflect the Company’s Incremental Facility Amendment to its Term Loan Agreement described above and certain other developments which have occurred since the most recent prior amendment to the Revolving Credit Agreement.

Item 1.02. Termination of a Material Definitive Agreement.***Purchase of Tendered 2020 Notes; Supplemental Indenture for 2020 Notes: Early Redemption of Remaining 2020 Notes***

As described in the Company's press release dated July 3, 2018 and related Report on Form 8-K filed on July 3, 2018, the Company received on or prior to 5:00 P.M., New York City time, on July 2, 2018 (the "Early Tender Date"), tenders and consents in its tender offer and consent solicitation (collectively, the "Tender Offer") from holders of \$321.91 million aggregate principal amount of the Company's 5.25% Senior Notes due 2020 ("2020 Notes"), which represented 80.48% of the \$400.00 million aggregate principal amount of 2020 Notes then outstanding. Subsequent to the Early Tender Date but prior to the expiration of the Tender Offer at 11:59 P.M., New York City time, on July 17, 2019 (the "Expiration Date"), the Company received tenders and consents from holders of an additional \$0.08 million aggregate principal amount of 2020 Notes.

Concurrently with the closing on July 19, 2018 of the Incremental Facility Amendment to the Company's Term Loan Agreement described above, the Company purchased all of the \$321.99 million aggregate principal amount of tendered 2020 Notes for a purchase price of \$1,003.05 per \$1,000.00 in principal amount for 2020 Notes tendered on or prior to the Early Tender Date or \$953.05 per \$1,000.00 in principal amount for 2020 Notes tendered after the Early Tender Date but prior to the Expiration Date plus, in either case, accrued interest up to, but not including, the purchase date.

On July 9, 2018, the Company, the guarantors, and the trustee under the indenture under which the 2020 Notes were issued (the "2020 Notes Indenture") entered into a supplemental indenture incorporating the amendments which had been approved by the holders of 2020 Notes which had tendered their Notes and provided consents in the Tender Offer. Under such supplemental indenture, substantially all of the restrictive covenants and certain events of default in the 2020 Notes Indenture were eliminated and the required notice period contained in the optional redemption provisions of the 2020 Notes Indenture was reduced from a minimum of 30 days prior to the date of redemption to a minimum of three days prior to the date of redemption. The description of such supplemental indenture to the 2020 Notes Indenture contained in this report is qualified in its entirety by reference to the complete text of such supplemental indenture, a copy of which is filed as Exhibit 4.40A to this report.

On July 19, 2018, the Company called for redemption on August 1, 2018, all of the \$78.01 million aggregate principal amount of outstanding 2020 Notes which were not tendered in the Tender Offer. The redemption price will be equal to 100.000% of the principal amount of, plus accrued interest on, the 2020 Notes which were then called for redemption in accordance with the 2020 Notes Indenture, as amended by the supplemental indenture described above, and the redemption notice delivered to the holders of such 2020 Notes on July 19, 2018.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 above is hereby incorporated into this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits. The following exhibits are filed herewith:

Exhibit No.	Description
4.34H	<u>Second Amendment to Credit Agreement, dated as of July 19, 2018, by and among Clean Harbors, Inc., Clean Harbors Industrial Services Canada, the Other Loan Parties party thereto, certain of the Lenders party thereto which constitute the "Required Lenders," and Bank of America, N.A., as Agent</u>
4.40A	<u>Supplemental Indenture dated as of July 9, 2018, to the Indenture dated as July 30, 2012, among Clean Harbors, Inc., as Issuer, the Guarantors listed on the signature pages thereto, and U.S. Bank National Association, as Trustee</u>
4.43C	<u>Incremental Facility Amendment dated July 19, 2018, to Credit Agreement dated as of June 30, 2017, among the Financial Institutions party thereto, as Lenders, Goldman Sachs Lending Partners LLC, as Administrative Agent and Collateral Agent, Clean Harbors, Inc., as Borrower, and the Loan Guarantors from time to time party thereto</u>

SIGNATURES

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

Clean Harbors, Inc.
(Registrant)

July 20, 2018

/s/ Michael L. Battles

Executive Vice President and Chief Financial Officer

SECOND AMENDMENT TO credit AGREEMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of July 19, 2018 (this “Second Amendment”), is entered into by and among CLEAN HARBORS, INC., a Massachusetts corporation (the “U.S. Borrower”), CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC., an Alberta corporation (the “Canadian Borrower” and, together with the U.S. Borrower, the “Borrowers”), the other Loan Parties party hereto, certain of the Lenders party hereto which constitute the “Required Lenders”, and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, the Borrowers, the lenders from time to time party thereto (collectively, the “Lenders” and each individually, a “Lender”) and the Agent are parties to the Fifth Amended and Restated Credit Agreement dated as of November 1, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of June 30, 2017, and as further amended, modified and supplemented from time to time prior to the date hereof, the “Credit Agreement”), pursuant to which the Lenders, subject to the terms and conditions contained therein, agreed to make loans and other financial accommodations to the U.S. Borrower and the Canadian Borrower; and

WHEREAS, the Borrowers have requested that the Agent and the Required Lenders effect certain amendments to the Credit Agreement as more specifically set forth herein, and the Agent and the Required Lenders are willing to effect such amendments to the Credit Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties signatory hereto agree as follows:

1. Defined Terms. Except as otherwise defined in this Second Amendment, terms used herein that are not otherwise defined shall have the meanings given to those terms in the Credit Agreement (as amended hereby).

2. Amendment to Credit Agreement. Subject to the satisfaction of the conditions precedent specified in Section 4 below, the following amendments shall be incorporated into the Credit Agreement effective as of the Effective Date:

(a) Section 1.1 of the Credit Agreement is hereby amended by substituting the definitions of the following terms as set forth below in lieu of the current versions of such definitions contained in Section 1.1 of the Credit Agreement:

“Hedging Obligations: with respect to any Person, any and all obligations of such Person under any Hedging Agreement.”

“Other Secured Debt: Debt secured by a Lien arising under any Other Secured Debt Agreement; provided that (a) the final maturity and weighted average life to maturity

of any such Other Secured Debt shall not be prior to the date that is six (6) months after the Facility Termination Date, (b) the amortization per annum of such Other Secured Debt does not exceed one percent (1%) of the aggregate principal amount of such Other Secured Debt outstanding as of the date of incurrence (provided that, with respect to the Debt under that certain Credit Agreement, dated as of June 30, 2017, by and among the U.S. Borrower, the other U.S. Domiciled Loan Parties party thereto, the lenders from time to time party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (as amended by the First Amendment, dated as of April 17, 2018, as further amended by that certain Incremental Facility Amendment to Credit Agreement, dated as of July 19, 2018 and as further amended, supplemented or otherwise modified in accordance with the terms thereof and the applicable Intercreditor Agreement, the "Goldman Term Loan Agreement"), the amortization per annum of such Other Secured Debt does not exceed 1.0101011% of the aggregate principal amount of such Other Secured Debt outstanding as of July 19, 2018), and (c) Liens incurred in connection with any Other Secured Debt shall not attach to any Collateral unless permitted under **Section 10.2.2(m).**"

(b) Section 10.2.14 of the Credit Agreement is hereby amended by (i) deleting "and" before clause (d) appears therein; and (ii) inserting the following immediately at the end of clause (d) therein:

"(provided that, with respect to the Debt under the Goldman Term Loan Agreement (as defined in the definition of "Other Secured Debt"), the amortization per annum of such Other Secured Debt does not exceed 1.0101011% of the aggregate principal amount of such Other Secured Debt outstanding as of July 19, 2018); and"

(c) Section 10.2.14 of the Credit Agreement is hereby amended by adding the following new clause (e) immediately after clause (d) therein:

"(e) the payment of all Secured Hedging Obligations (contingent or otherwise) of the Loan Parties existing or arising under any Hedging Agreement between a Loan Party and a Lender or an Affiliate thereof solely if and when such Secured Hedging Obligations become due and payable under the applicable Hedging Agreement as a result of such Lender and its Affiliates, if applicable, ceasing to be a party to this Agreement."

3. Representations and Warranties. Each Loan Party hereby represents and warrants that:

(a) no Default or Event of Default has occurred and is continuing;

(b) the execution, delivery and performance of this Second Amendment by each Loan Party are all within such Loan Party's corporate powers, are not in contravention of any Applicable Law or the terms of such Loan Party's Organic Documents, the Goldman Term Loan Agreement, or any indenture, agreement or undertaking to which such Loan Party is a party or by which such Loan Party or its property is bound, and shall not result in the creation or imposition of any lien, claim, charge or encumbrance upon any of the Collateral, except in favor of Agent and

the other Secured Parties pursuant to the Credit Agreement and the other Loan Documents as amended hereby;

(c) this Second Amendment and each other agreement or instrument to be executed and delivered by the Loan Parties in connection herewith have been duly authorized, executed and delivered by all necessary action on the part of such Loan Party and, if necessary, its stockholders, as the case may be, and the agreements and obligations of each Loan Party contained herein and therein constitute the legal, valid and binding obligations of such Loan Party, enforceable against it in accordance with their terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting creditor's rights generally and by general principles of equity; and

(d) after giving effect to this Second Amendment, all representations and warranties contained in the Credit Agreement and each other Loan Document are true and correct in all respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except for the representations and warranties contained in Sections 9.1.5(a) and (b) of the Credit Agreement, which shall be deemed to refer to the most recent statements furnished pursuant to Sections 10.1.1(a) and (b) of the Credit Agreement, respectively.

4. Conditions to Effectiveness. This Second Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of the Agent (such date referred to herein as, the "Effective Date"):

(a) the Required Lenders shall have approved this Second Amendment and the other Loan Documents to be entered into as of the date hereof;

(b) the Agent shall have received this Second Amendment, duly executed by each of the parties hereto;

(c) the Agent shall have received the following documents, each duly executed by each of the parties party thereto and in form and substance reasonably satisfactory to the Agent:

(i) that certain Trademark Security Agreement, dated as of the date hereof, by and among certain U.S. Domiciled Loan Parties and the Agent; and

(ii) a certificate of a Responsible Officer of the U.S. Borrower, in form and substance reasonably satisfactory to the Agent, certifying that after giving effect to the incurrence of additional indebtedness under the Goldman Term Loan Agreement and the redemption or repurchase of any Senior High Yield Notes under the Senior High Yield Indenture (2020) in connection therewith, the U.S. Borrower will be in compliance with Section 10.2.2(m) and Section 10.2.14 of the Credit Agreement; and

(d) the Agent shall have received a copy of that certain Incremental Facility Amendment to Credit Agreement, dated as of the date hereof, by and among the U.S. Borrower, the other U.S. Domiciled Loan Parties party thereto, the term lenders party thereto, and Goldman

Sachs Lending Partners LLC, in its capacity as agent, entered into to amend the Goldman Term Loan Agreement, and all material agreements entered into in connection therewith, in all cases in form and substance reasonably satisfactory to the Agent;

(e) after giving effect to this Second Amendment, no Default or Event of Default shall have occurred and be continuing;

(f) all orders, permissions, consents, approvals, licenses, authorizations and validations of, and filings, recordings and registrations with, and exemptions by, any Governmental Authority, or any other Person required to authorize or otherwise required in connection with the execution, delivery and performance by each Loan Party of this Second Amendment and the transactions contemplated, shall have been obtained and shall be in full force and effect; and

(g) the Borrowers shall have paid in full all fees and expenses of the Agent (including the fees, charges and disbursement of counsel to the Agent) incurred in connection with the preparation, execution, delivery and administration of this Second Amendment and the other instruments and documents to be delivered hereunder (with such fees and expenses described in this paragraph being fully earned as of the date hereof, and no portion thereof shall be refunded or returned to the Loan Parties under any circumstances).

5. Effect on Loan Documents. The Credit Agreement and the other Loan Documents, after giving effect to the Second Amendment and the other Loan Documents to be executed simultaneously herewith, shall be and remain in full force and effect in accordance with their terms and hereby are ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Second Amendment shall not operate as a waiver of any right, power, or remedy of the Agent or any other Secured Party under the Credit Agreement or any other Loan Document, as in effect prior to the date hereof. Each Loan Party hereby ratifies and confirms in all respects all of its obligations under the Loan Documents to which it is a party and each Loan Party hereby ratifies and confirms in all respects any prior grant of a security interest under the Loan Documents to which it is party.

6. Further Assurances. Each Loan Party shall execute and deliver all agreements, documents and instruments, each in form and substance satisfactory to the Agent, and take all actions as the Agent may reasonably request from time to time, to perfect and maintain the perfection and priority of the security interest in the Collateral held by the Agent and to fully consummate the transactions contemplated under this Second Amendment, the Credit Agreement, and the other Loan Documents, as modified hereby or simultaneously herewith, as applicable.

7. Release. Each Loan Party hereby remises, releases, acquits, satisfies and forever discharges Agent and the other Secured Parties, their agents, employees, officers, directors, predecessors, attorneys and all others acting on behalf of or at the direction of Agent or the other Secured Parties, of and from any and all manner of actions, causes of action, suit, debts, accounts, covenants, contracts, controversies, agreements, variances, damages, judgments, claims and demands whatsoever, in law or in equity, which any of such parties ever had, or now has, to the extent arising from or in connection with any act, omission or state of facts taken or existing on or prior to the Effective Date, against Agent and the other Secured Parties, their agents, employees,

officers, directors, attorneys and all persons acting on behalf of or at the direction of Agent or the other Secured Parties (“Releasees”), for, upon or by reason of any matter, cause or thing whatsoever arising under, or in connection with, or otherwise related to, the Loan Documents through the Effective Date. Without limiting the generality of the foregoing, each Loan Party waives and affirmatively agrees not to allege or otherwise pursue any defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights they have or may have under, or in connection with, or otherwise related to, the Loan Documents as of the Effective Date, including, but not limited to, the rights to contest any conduct of Agent, the other Secured Parties or other Releasees on or prior to the Effective Date.

8. No Novation; Entire Agreement. This Second Amendment evidences solely the amendment of certain specified terms and obligations of the Loan Parties under the Credit Agreement and is not a novation or discharge of any of the other obligations of the Loan Parties under the Credit Agreement. There are no other understandings, express or implied, among the Loan Parties, the Agent and the other Secured Parties regarding the subject matter hereof or thereof.

9. Choice of Law. THIS SECOND AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW AND FEDERAL LAWS RELATING TO NATIONAL BANKS).

10. Counterparts; Facsimile Execution. This Second Amendment may be executed in any number of counterparts and by different parties and on separate counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Second Amendment by facsimile (or other electronic transmission) shall be as effective as delivery of a manually executed counterpart of this Second Amendment.

11. Construction. This Second Amendment is a Loan Document. This Second Amendment and the Credit Agreement shall be construed collectively and in the event that any term, provision or condition of any of such documents is inconsistent with or contradictory to any term, provision or condition of any other such document, the terms, provisions and conditions of this Second Amendment shall supersede and control the terms, provisions and conditions of the Credit Agreement.

12. Miscellaneous. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Second Amendment has been duly executed and delivered by each of the parties hereto as a sealed instrument as of the date first above written.

BORROWERS:

CLEAN HARBORS, INC.

By: /s/ Michael Battles

Name: Michael Battles

Title: Executive Vice President and Chief Financial Officer

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.

By: /s/ Michael Battles

Name: Michael Battles

Title: Executive Vice President

[Signature Page to Second Amendment to Credit Agreement]

OTHER LOAN PARTIES:

ALTAIR DISPOSAL SERVICES, LLC
BATON ROUGE DISPOSAL, LLC
BRIDGEPORT DISPOSAL, LLC
CH INTERNATIONAL HOLDINGS, LLC
CLEAN HARBORS ANDOVER, LLC
CLEAN HARBORS ARAGONITE, LLC
CLEAN HARBORS ARIZONA, LLC
CLEAN HARBORS BATON ROUGE, LLC
CLEAN HARBORS BDT, LLC
CLEAN HARBORS BUTTONWILLOW, LLC
CLEAN HARBORS CHATTANOOGA, LLC
CLEAN HARBORS CLIVE, LLC
CLEAN HARBORS COFFEYVILLE, LLC
CLEAN HARBORS COLFAX, LLC
CLEAN HARBORS DEER PARK, LLC
CLEAN HARBORS DEER TRAIL, LLC
CLEAN HARBORS DEVELOPMENT, LLC
CLEAN HARBORS DISPOSAL SERVICES, INC.
CLEAN HARBORS EL DORADO, LLC
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
CLEAN HARBORS ES INDUSTRIAL SERVICES, INC.
CLEAN HARBORS EXPLORATION SERVICES, INC.
CLEAN HARBORS FLORIDA, LLC
CLEAN HARBORS GRASSY MOUNTAIN, LLC
CLEAN HARBORS INDUSTRIAL SERVICES, INC.
CLEAN HARBORS KANSAS, LLC
CLEAN HARBORS KINGSTON FACILITY CORPORATION
CLEAN HARBORS LAPORTE, LLC
CLEAN HARBORS LAUREL, LLC
CLEAN HARBORS LONE MOUNTAIN, LLC
CLEAN HARBORS OF BALTIMORE, INC.
CLEAN HARBORS OF BRAINTREE, INC.
CLEAN HARBORS OF CONNECTICUT, INC.
CLEAN HARBORS PECATONICA, LLC
CLEAN HARBORS RECYCLING SERVICES OF CHICAGO, LLC
CLEAN HARBORS RECYCLING SERVICES OF OHIO, LLC
CLEAN HARBORS REIDSVILLE, LLC
CLEAN HARBORS SAN JOSE, LLC
CLEAN HARBORS SAN LEON, INC.
CLEAN HARBORS SERVICES, INC.
CLEAN HARBORS SURFACE RENTALS USA, INC.
CLEAN HARBORS TENNESSEE, LLC
CLEAN HARBORS WESTMORLAND, LLC
CLEAN HARBORS WHITE CASTLE, LLC
CLEAN HARBORS WICHITA, LLC
CLEAN HARBORS WILMINGTON, LLC
CROWLEY DISPOSAL, LLC
DISPOSAL PROPERTIES, LLC

EMERALD SERVICES, INC.
GSX DISPOSAL, LLC
HILLIARD DISPOSAL, LLC
INDUSTRIAL SERVICE OIL COMPANY, INC.
MURPHY'S WASTE OIL SERVICE INC.
ROEBUCK DISPOSAL, LLC
ROSEMEAD OIL PRODUCTS, INC.
SAFETY-KLEEN ENVIROSYSTEMS COMPANY
SAFETY-KLEEN ENVIROSYSTEMS COMPANY OF PUERTO
RICO, INC.
SAFETY-KLEEN, INC.
SAFETY-KLEEN INTERNATIONAL, INC.
SAFETY-KLEEN SYSTEMS, INC.
SAFETY-KLEEN OF CALIFORNIA, INC.
SAWYER DISPOSAL SERVICES, LLC
SERVICE CHEMICAL, LLC
SPRING GROVE RESOURCE RECOVERY, INC.
THERMO FLUIDS INC.
THE SOLVENTS RECOVERY SERVICE OF NEW JERSEY, INC.
TULSA DISPOSAL, LLC
VERSANT ENERGY SERVICES, INC.

By: /s/Michael Battles
Name: Michael L. Battles
Title: Executive Vice President

PLAQUEMINE REMEDIATION SERVICES, LLC

By: /s/ Michael McDonald
Name: Michael R. McDonald
Title: President

[Signature Page to Second Amendment to Credit Agreement]

**BCT STRUCTURES, ULC
CLEAN HARBORS CANADA, IN.
CLEAN HARBORS DIRECTIONAL BORING SERVICES, ULC
CLEAN HARBORS ENERGY AND INDUSTRIAL SERVICES CORP.
CLEAN HARBORS ENERGY AND INDUSTRIAL WESTERN LTD.
CLEAN HARBORS ENERGY SERVICES, ULC
CLEAN HARBORS EXPLORATION SERVICES, ULC
CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.
CLEAN HARBORS INNU ENVIRONMENTAL SERVICES, INC.
CLEAN HARBORS LODGING SERVICES, ULC
CLEAN HARBORS MERCIER, INC.
CLEAN HARBORS PRODUCTION SERVICES, ULC
CLEAN HARBORS QUEBEC, INC.
CLEAN HARBORS SURFACE RENTALS, ULC
ENVIROSORT INC.
GRIZZCO CAMP SERVICES, ULC
JL FILTRATION INC.
LONESTAR WEST INC.
LONESTAR SYLVAN INC.
LONESTAR VACUUM INC.
SAFETY-KLEEN CANADA INC.
SANITHERM, ULC
TRI-VAX EENTERPRISES LTD.
VULSAY INDUSTRIES LTD.**

By: /s/ Michael Battles
Name: Michael L. Battles
Title: Executive Vice President

[Signature Page to Second Amendment to Credit Agreement]

Clean Harbors Directional Boring Services LP

Clean Harbors Directional Boring Services, ULC,
Its General Partner

By: /s/ Michael Battles

Michael L. Battles, Executive Vice President

Clean Harbors Energy and Industrial Services LP

Clean Harbors Energy and Industrial Services Corp.,
Its General Partner

By: /s/ Michael Battles

Michael L. Battles, Executive Vice President

Clean Harbors Exploration Services LP

Clean Harbors Exploration Services ULC,
Its General Partner

By: /s/ Michael Battles

Michael L. Battles, Executive Vice President

Clean Harbors Lodging Services LP

Clean Harbors Lodging Services, ULC,
Its General Partner

By: /s/ Michael Battles

Michael L. Battles, Executive Vice President

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CLEAN HARBORS SURFACE RENTALS PARTNERSHIP

Clean Harbors Surface Rentals, ULC,
Its General Partner

By: :/s/ Michael Battles

Michael L. Battles, Executive Vice President

JL FILTRATION OPERATING LIMITED PARTNERSHIP

JL Filtration Inc., Its General Partner

By: :/s/ Michael Battles

Michael L. Battles, Executive Vice President

VERSANT ENERGY SERVICES, LP

Clean Harbors Industrial Services Canada, Inc.,
Its General Partner

By: :/s/ Michael Battles

Michael L. Battles, Executive Vice President

[Signature Page to Second Amendment to Credit Agreement]

AGENT AND LENDERS:

BANK OF AMERICA, N.A.,
as Agent and a U.S. Lender

By: /s/ Christopher M. O'Halloran
Name: Christopher M. O'Halloran
Title: Senior Vice President

BANK OF AMERICA, N.A. (acting through its Canada branch), as a Canadian Lender

By: /s/ Medina Sales de Andrade –
Name: Medina Sales de Andrade
Title: Vice President

[Signature Page to Second Amendment to Credit Agreement]

CANADIAN IMPERIAL BANK OF COMMERCE,
as a Canadian Lender

By: /s/ Farhad Foroughi
Name: Farhad Foroughi
Title: Authorized Signatory

By: /s/ Geoff Golding
Name: Geoff Golding
Title: Authorized Signatory

[Signature Page to Second Amendment to Credit Agreement]

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as a U.S.
Lender

By: /s/ Robert Robin
Name: Robert Robin
Title: Authorized Signatory

By: /s/ Dominic Sorresso
Name: Dominic Sorresso
Title: Authorized Signatory

[Signature Page to Second Amendment to Credit Agreement]

BRANCH BANKING AND TRUST COMPANY, as a U.S. Lender and Canadian Lender

By: /s/ David Miller

Name: David Miller

Title: Vice President

[Signature Page to Second Amendment to Credit Agreement]

**CITIZENS BUSINESS CAPITAL, f/k/a RBS CITIZENS BUSINESS CAPITAL, a
division of CITIZENS ASSET FINANCE, INC., f/k/a RBS ASSET FINANCE, INC., as a
U.S. Lender and Canadian Lender**

By: /s/ Peter Yelle
Name: Peter Yelle
Title: Vice President

[Signature Page to Second Amendment to Credit Agreement]

JPMORGAN CHASE BANK, N.A., as a U.S. Lender

By: /s/ Marie C. Duhamel

Name: Marie C. Duhamel

Title: Authorized Officer

JPMORGAN CHASE BANK, N.A., Toronto Branch, as a Canadian Lender

By: /s/ Michael N. Tam

Name: Michael N. Tam

Title: Vice President

[Signature Page to Second Amendment to Credit Agreement]

PEOPLE'S UNITED BANK, N.A., as a U.S. Lender and Canadian Lender

By: /s/ Michael McDermott

Name: Michael McDermott

Title: SVP

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SIEMENS FINANCIAL SERVICES, INC., as a U.S. Lender and Canadian Lender

By: /s/ Maria Levy
Name: Maria Levy
Title: Vice President

By: /s/ John Finore
Name: John Finore
Title: Vice President

[Signature Page to Second Amendment to Credit Agreement]

SUNTRUST BANK, as a U.S. Lender and Canadian Lender

By: /s/ Christopher M. Waterstreet
Name: Christopher M. Waterstreet
Title: Director

[Signature Page to Second Amendment to Credit Agreement]

GOLDMAN SACHS BANK USA, as a U.S. Lender and Canadian Lender

By: /s/ Chris Lam

Name: Chris Lam

Title: Authorized Signatory

[Signature Page to Second Amendment to Credit Agreement]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE dated as of July 9, 2018 (this “Supplemental Indenture”) among CLEAN HARBORS, INC., a Massachusetts corporation (the “Issuer” or the “Company”), the Guarantors (as defined in the Indenture referred to below) and U.S. BANK NATIONAL ASSOCIATION, as Trustee (the “Trustee”) under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, the Company, the Guarantors and the Trustee have heretofore executed and delivered an Indenture, dated as of July 30, 2012 (the “Base Indenture”), as supplemented by Supplemental Indentures dated as of January 3, 2013, September 18, 2013, April 15, 2015, January 1, 2016, July 12, 2016, July 13, 2016, August 5, 2016, February 3, 2017 and February 23, 2018 (the “Existing Supplemental Indentures” and, together with the Base Indenture, the “Indenture”), providing for the issuance of 5.25% Senior Notes due 2020 of the Company (the “Securities”);

WHEREAS, this Supplemental Indenture is being executed pursuant to the Company’s Offer to Purchase and Consent Solicitation Statement, dated June 19, 2018 (collectively, the “Offer to Purchase”), and the related Letter of Transmittal and Consent;

WHEREAS, Section 9.2 of the Indenture provides that the Company, the Guarantors and the Trustee may amend the Indenture “with the written consent of the Holder or Holders of at least a majority in aggregate principal amount of the outstanding Securities”, subject to certain exceptions specified in Section 9.2 of the Indenture;

WHEREAS, the parties hereto are entering into this Supplemental Indenture to (i) eliminate certain definitions and references to definitions contained in Sections 1.1 and 1.2, respectively, of the Indenture; (ii) amend Sections 3.1 and 3.3 of the Indenture to reduce the required number of days in advance of a redemption date by which notice of a redemption is required to be given by the Company to the Trustee and the Holders; (iii) eliminate certain restrictive covenants contained in Article Four of the Indenture; (iv) eliminate certain conditions to mergers, consolidations and sales of assets contained in Section 5.1 of the Indenture; (v) eliminate certain Events of Default contained in Section 6.1 of the Indenture; and (vi) eliminate all references in the Indenture or the Securities to sections to be eliminated in accordance with the preceding clauses (i), (ii), (iii), (iv) and (v) (collectively, the “Amendments”);

WHEREAS, the Amendments described in the preceding paragraph require the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Securities;

WHEREAS, the execution and delivery of this Supplemental Indenture and the adoption of the Amendments by the Company, the Guarantors and the Trustee have been authorized by the written consent of the Holders of a majority in aggregate principal amount of the outstanding Securities as of the date hereof; and

WHEREAS, the execution and delivery of this Supplemental Indenture by the Company and the Guarantors have been authorized by resolutions of their Boards of Directors or Managers, and all acts, conditions and requirements necessary to make this Supplemental Indenture a valid and binding agreement in accordance with its terms and for the purposes herein set forth have been done and taken (subject to the provisions of Section 6 hereof with respect to the future effectiveness of this Supplemental Indenture), and the execution and delivery of this Supplemental Indenture and the Amendments have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the above premises, each party hereto agrees, for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Securities, as follows:

SECTION 1. *Definitions.*

(a) As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

(b) The definitions of all terms defined in Section 1.1, and the references to other definitions set forth in Section 1.2 of the Indenture that appear only in Section 4.3, 4.4, 4.6, 4.7, 4.10, 4.12, 4.13, 4.14, 4.15, 4.17, 4.18, 4.19, 5.1, 6.1(iii) or 6.1(v) of the Indenture are hereby deleted from Section 1.1 or Section 1.2, as the case may be.

SECTION 2. *Amendment of Sections 3.1 and 3.3 of the Indenture.*

(a) The number “45” contained in the second sentence of Section 3.1 of the Indenture, entitled “Notices to Trustee”, is hereby amended to read “10.”

(b) The first paragraph of Section 3.3 of the Indenture, entitled “Notice of Redemption”, is hereby amended and restated to read in its entirety as follows:

“Section 3.3 Notice of Redemption. At least three (3) days but not more than sixty (60) days before a Redemption Date, the Company shall mail a notice of redemption by first-class mail, postage prepaid, to each Holder whose Securities are to be redeemed at its registered address.”

SECTION 3. *Elimination of Certain Provisions of Article Four of the Indenture.*

(a) Section 4.3 of the Indenture, entitled “Limitation on Restricted Payments”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(b) Section 4.4 of the Indenture, entitled “Limitation on Incurrence of Additional Indebtedness”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(c) Section 4.6 of the Indenture, entitled “Payment of Taxes and Other Claims”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(d) Section 4.7 of the Indenture, entitled “Maintenance of Properties and Insurance”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(e) Section 4.10 of the Indenture, entitled “Reports to Holders”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(f) Section 4.12 of the Indenture, entitled “Limitation on Transactions with Affiliates”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(g) Section 4.13 of the Indenture, entitled “Limitation on Dividend and Other Payment Restrictions Affecting Subsidiaries”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(h) Section 4.14 of the Indenture, entitled “Limitation on the Issuance and Sale of Capital Stock of Restricted Subsidiaries”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(i) Section 4.15 of the Indenture, entitled “Limitation on Issuances of Guarantees by Restricted Subsidiaries”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(j) Section 4.17 of the Indenture, entitled “Change of Control”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(k) Section 4.18 of the Indenture, entitled “Limitation on Asset Sales”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(l) Section 4.19 of the Indenture, entitled “Future Guarantors”, is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

SECTION 4. *Elimination of Certain Provisions of Article Five of the Indenture.*

(a) Clauses (a)(ii) and (a)(iii) of Section 5.1 of the Indenture are hereby deleted in their entirety, together with any references thereto in the Indenture or the Securities.

SECTION 5. *Elimination of Certain Provisions of Article Six of the Indenture.*

(a) Clause (iii) of Section 6.1 of the Indenture is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

(b) Clause (v) of Section 6.1 of the Indenture is hereby deleted in its entirety, together with any references thereto in the Indenture or the Securities.

SECTION 6. *Effectiveness of the Supplemental Indenture.*

(a) This Supplemental Indenture and the Amendments will come into full force and effect automatically (without any further act by any Person) upon written notice to the Trustee by the Company that it has accepted for purchase, and paid for, all Securities validly tendered (and not validly withdrawn) on or prior to the “Withdrawal Date” as defined in the Company’s Offer to Purchase.

SECTION 7. *Miscellaneous.*

(a) Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

(b) This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

(c) Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

(d) The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Company.

(e) The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

(f) The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

CLEAN HARBORS, INC.

By: /s/ Michael Battles

Name: Michael Battles

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Supplemental Indenture]

ALTAIR DISPOSAL SERVICES, LLC
BATON ROUGE DISPOSAL, LLC
BRIDGEPORT DISPOSAL, LLC
CH INTERNATIONAL HOLDINGS, LLC
CLEAN HARBORS ANDOVER, LLC
CLEAN HARBORS ARAGONITE, LLC
CLEAN HARBORS ARIZONA, LLC
CLEAN HARBORS BATON ROUGE, LLC
CLEAN HARBORS BDT, LLC
CLEAN HARBORS BUTTONWILLOW, LLC
CLEAN HARBORS CHATTANOOGA, LLC
CLEAN HARBORS CLIVE, LLC
CLEAN HARBORS COFFEYVILLE, LLC
CLEAN HARBORS COLFAX, LLC
CLEAN HARBORS DEER PARK, LLC
CLEAN HARBORS DEER TRAIL, LLC
CLEAN HARBORS DEVELOPMENT, LLC
CLEAN HARBORS DISPOSAL SERVICES, INC.
CLEAN HARBORS EL DORADO, LLC
CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.
CLEAN HARBORS ES INDUSTRIAL SERVICES,
INC.
CLEAN HARBORS EXPLORATION SERVICES,
INC.
CLEAN HARBORS FLORIDA, LLC
CLEAN HARBORS GRASSY MOUNTAIN, LLC
CLEAN HARBORS INDUSTRIAL SERVICES,
INC.
CLEAN HARBORS KANSAS, LLC
CLEAN HARBORS KINGSTON FACILITY
CORPORATION
CLEAN HARBORS LAPORTE, LLC
CLEAN HARBORS LAUREL, LLC
CLEAN HARBORS LONE MOUNTAIN, LLC
CLEAN HARBORS OF BALTIMORE, INC.
CLEAN HARBORS OF BRAINTREE, INC.
CLEAN HARBORS OF CONNECTICUT, INC.
CLEAN HARBORS PECATONICA, LLC
CLEAN HARBORS RECYCLING SERVICES OF
CHICAGO, LLC
CLEAN HARBORS RECYCLING SERVICES OF
OHIO, LLC
CLEAN HARBORS REIDSVILLE, LLC
CLEAN HARBORS SAN JOSE, LLC
CLEAN HARBORS SAN LEON, INC.
CLEAN HARBORS SERVICES, INC.
CLEAN HARBORS SURFACE RENTALS USA,
INC.

CLEAN HARBORS TENNESSEE, LLC
CLEAN HARBORS WESTMORLAND, LLC
CLEAN HARBORS WHITE CASTLE, LLC
CLEAN HARBORS WICHITA, LLC
CLEAN HARBORS WILMINGTON, LLC
CROWLEY DISPOSAL, LLC
DISPOSAL PROPERTIES, LLC
EMERALD SERVICES, INC.
GSX DISPOSAL, LLC
HILLIARD DISPOSAL, LLC
INDUSTRIAL SERVICE OIL COMPANY, INC.
MURPHY'S WASTE OIL SERVICE INC.
ROEBUCK DISPOSAL, LLC
ROSEMEAD OIL PRODUCTS, INC.
SAFETY-KLEEN ENVIROSYSTEMS COMPANY
SAFETY-KLEEN ENVIROSYSTEMS COMPANY
OF PUERTO RICO, INC.
SAFETY-KLEEN, INC.
SAFETY-KLEEN INTERNATIONAL, INC.
SAFETY-KLEEN SYSTEMS, INC.
SAFETY-KLEEN OF CALIFORNIA, INC.
SAWYER DISPOSAL SERVICES, LLC
SERVICE CHEMICAL, LLC
SPRING GROVE RESOURCE RECOVERY, INC.
THERMO FLUIDS INC.
THE SOLVENTS RECOVERY SERVICE OF
NEW JERSEY, INC.
TULSA DISPOSAL, LLC
VERSANT ENERGY SERVICES, INC.

By: /s/ Michael Battles
Name: Michael Battles
Title: Executive Vice President

PLAQUEMINE REMEDIATION SERVICES, LLC

By: /s/ Michael McDonald
Name: Michael McDonald
Title: President

[Signature Page to Supplemental Indenture]

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: /s/ Karen R. Beard
Name: Karen R. Beard
Title: Vice President

[Signature Page to Supplemental Indenture]

INCREMENTAL FACILITY AMENDMENT TO CREDIT AGREEMENT, dated as of July 19, 2018 (this "Amendment"), is made and entered into by and among Clean Harbors, Inc., a Massachusetts corporation (the "Borrower"), each of the entities listed as an Incremental Lender on the signature pages hereto (each, an "Incremental Lender" and, collectively, the "Incremental Lenders"), Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (in such capacity, the "Agent") and the other Loan Parties as of the date hereof.

RECITALS:

WHEREAS, reference is made to the Credit Agreement dated as of June 30, 2017 (as amended by the First Amendment, dated as of April 17, 2018 and as further amended, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), by and among the Borrower, the other Loan Parties, the lenders from time to time party thereto and the Agent;

WHEREAS, it is intended that the Borrower will (a) obtain the Incremental Term Loans (as defined below) in the form of New Term Loans (as defined in the Credit Agreement) pursuant to Section 2.19 of the Credit Agreement and (b) use the proceeds of the borrowings under the Incremental Term Loans, together with proceeds from drawings under the ABL Facility and/or cash on hand, to (i) repurchase and/or redeem (the "Incremental Amendment Refinancing") all of the \$400,000,000 currently outstanding aggregate principal amount of the Borrower's 5.25% Senior Notes due 2020 (the "2020 Senior Notes") and (ii) pay fees and expenses incurred in connection with the foregoing (the transactions described in this paragraph, collectively, the "Transactions");

WHEREAS, subject to the terms and conditions of the Credit Agreement, and pursuant to Section 2.19 of the Credit Agreement, the Borrower has requested that (a) the Incremental Lenders provide additional Initial Term Loans (each an "Incremental Term Loan") in an aggregate principal amount of \$350,000,000 and (b) the Credit Agreement be amended in the manner provided for herein; and

WHEREAS, the Incremental Lenders are willing to provide the Incremental Term Loans to the Borrower on the Incremental Amendment Effective Date (as defined below), and the parties hereto wish to amend the Credit Agreement on the terms and subject to the conditions set forth herein and in the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. ***Defined Terms; Interpretation; Etc.*** Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. This Amendment constitutes an amendment to the Credit Agreement pursuant to Section 2.19(f) and a "Loan Document", as defined in the Credit Agreement.

SECTION 2. ***Incremental Loans.*** (a) Each Incremental Lender hereby agrees, severally and not jointly, to make an Incremental Term Loan to the Borrower on the Incremental Amendment Effective Date in Dollars in an aggregate principal amount equal to the amount set forth opposite such Incremental Lender's name on Schedule I attached hereto (each, an "Incremental Term Commitment" and, collectively, the "Incremental Term Commitments"), on the terms set forth herein and in the Credit Agreement (as amended hereby), and subject to the conditions set forth herein. The Incremental Term Loans shall be deemed to be "Initial Term Loans" and "Term Loans" as defined in the Credit Agreement (as amended hereby) for all

purposes of the Loan Documents having terms and provisions identical to those applicable to the Initial Term Loans outstanding immediately prior to the Incremental Amendment Effective Date (the “Existing Term Loans”).

(b) The Incremental Term Loans shall be made as a single borrowing, with an initial Interest Period that commences on the Incremental Amendment Effective Date and ends on the last day of the Interest Period applicable to the Existing Term Loans on the Incremental Amendment Effective Date. During such initial Interest Period, the Eurocurrency Rate applicable to the Incremental Term Loans shall be the same Eurocurrency Rate applicable for the Existing Term Loans as of the Incremental Amendment Effective Date. Notwithstanding anything to the contrary contained herein or in the Credit Agreement, from and after the Incremental Amendment Effective Date, the Existing Term Loans and the Incremental Term Loans shall constitute a single Class and a single borrowing of Initial Term Loans for all purposes under the Credit Agreement (as amended hereby).

(c) Unless previously terminated, the commitments of the Incremental Lenders pursuant to Section 2(a) shall terminate upon the making of the Incremental Term Loans on the Incremental Amendment Effective Date.

(d) Each Incremental Lender (i) confirms that a copy of the Credit Agreement and the other applicable Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and make an Incremental Term Loan, have been made available to such Incremental Lender; (ii) agrees that it will, independently and without reliance upon the Agent, Goldman Sachs Lending Partners LLC (“Goldman Sachs”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPFS”), JPMorgan Chase Bank, N.A. (“JPMorgan”; *provided* JPMorgan may perform its responsibilities in such capacity through its affiliate J.P. Morgan Securities LLC), SunTrust Robinson Humphrey, Inc. (“STRH”, together with Goldman Sachs, MLPFS and JPMorgan, each in its capacity as a joint lead arranger and bookrunner with respect to this Amendment, the “Incremental Amendment Lead Arrangers”), Citizens Bank, N.A. (“Citizens”), Stifel, Nicolaus & Company, Incorporated (“Stifel”), KeyBanc Capital Markets Inc. (“KeyBanc”), Macquarie Capital (USA) Inc. (“Macquarie”), Needham & Company, LLC (“Needham”), Oppenheimer & Co. Inc. (“Oppenheimer”), Raymond James & Associates (“Raymond James”) and Robert W. Baird & Co. Incorporated (“Baird” and collectively with Citizens, Stifel, KeyBanc, Macquarie, Needham, Oppenheimer and Raymond James, each in its capacity as a co-manager with respect to this Amendment the “Incremental Amendment Co-Managers”; the Incremental Amendment Co-Managers, together with the Incremental Amendment Lead Arrangers, the “Incremental Amendment Arrangers”), or any other Lender or agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or the other applicable Loan Documents, including this Amendment; (iii) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) acknowledges and agrees that upon the Incremental Amendment Effective Date such Incremental Lender shall be a “Lender”, “Initial Term Lender” and an “New Term Loan Lender” under, and for all purposes of, the Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender and an Incremental Term Lender thereunder.

SECTION 3. ***Amortization of Term Loans.*** The Borrower hereby agrees that effective as of the Incremental Amendment Effective Date, the Initial Term Loans (including the Existing Term Loans and the Incremental Term Loans) shall amortize as set forth on Schedule II hereto, and the amount of each

payment of principal in respect of Initial Term Loans pursuant to Section 2.06 of the Credit Agreement shall, in lieu of the applicable amount set forth therein, be in the applicable amount set forth on Schedule II hereto (as adjusted from time to time in accordance with the terms of Section 2.06 of the Credit Agreement (as amended hereby)).

SECTION 4. ***Amendments to Credit Agreement.***

(a) Section 1.01 of the Credit Agreement is hereby amended by adding the following definitions in proper alphabetical sequence:

“Incremental Facility Amendment” means, that certain Incremental Facility Amendment to Credit Agreement dated as of July 19, 2018 among the Borrower, the other Loan Parties thereto, the Agent and the Lenders party thereto.

“Incremental Amendment Effective Date” means, the date on which the conditions precedent set forth in Section 5 of the Incremental Facility Amendment were satisfied or waived in accordance therewith.

“Incremental Term Commitments” means the New Term Commitments made on the Incremental Amendment Effective Date pursuant to the Incremental Facility Amendment.

“Incremental Term Loans” means the New Term Loans made on the Incremental Amendment Effective Date pursuant to the Incremental Facility Amendment.

(b) The following defined terms in Section 1.01 of the Credit Agreement are hereby amended and restated in their entirety to read as follows:

“Initial Term Commitment” means with respect to each Initial Term Lender, the commitment of such Initial Term Lender to make Initial Term Loans in the aggregate principal amount set forth opposite such Initial Term Lender’s name on the Commitments Schedule under the heading “Initial Term Commitments” or on Schedule I to the Incremental Facility Amendment, as applicable.

“Initial Term Loan” has the meaning assigned to such term in Section 2.01; provided that, on and after the Incremental Amendment Effective Date, Initial Term Loans shall include the Incremental Term Loans incurred under the Incremental Facility Amendment. The aggregate principal amount of Initial Term Loans after giving effect to the transactions contemplated by the Incremental Facility Amendment and the Incremental Term Loans incurred and funded on the Incremental Amendment Effective Date is \$746,000,000.

“(c) The following defined terms in Section 1.01 of the Credit Agreement are hereby amended as follows:

(i) The defined term “Class” is hereby amended to add the following sentence after the last sentence thereof:

“For the avoidance of doubt, the Incremental Term Loans incurred under the Incremental Facility Amendment shall constitute the same Class with the Initial Term Loans, and the Incremental Term Commitments under the Incremental Facility Amendment shall constitute an “Initial Term Commitment”.”

(ii) The defined term “Initial Term Lender” is hereby amended to add the following sentence after the last sentence thereof:

“For the avoidance of doubt, each Lender making an Incremental Term Loan pursuant to the Incremental Facility Amendment shall constitute an “Initial Term Lender” hereunder.”

(iii) The defined term “Lender” is hereby amended to add the following sentence after the last sentence thereof:

“For the avoidance of doubt, each Lender making an Incremental Term Loan pursuant to the Incremental Facility Amendment shall constitute a “Lender” hereunder and, after the Incremental Amendment Effective Date, the Agent shall update and/or modify the Register to give effect to the Incremental Amendment Effective Date and the transactions contemplated by the Incremental Facility Amendment.”

(d) Section 2.08(c) of the Credit Agreement is hereby amended by deleting the words “First Amendment Effective Date” and replacing them with the words “Incremental Amendment Effective Date”.

(e) Section 2.19(d) of the Credit Agreement is hereby amended by deleting the words “Closing Date” and replacing them with the words “Incremental Amendment Effective Date”.

SECTION 5. **Conditions Precedent to Incremental Loans.** This Amendment, and each Incremental Lender’s obligation to provide the Incremental Term Loans pursuant to this Amendment, shall become effective as of the date on which the following conditions precedent are satisfied (such date, the “Incremental Amendment Effective Date”):

(a) The Agent shall have received from the Borrower, each other Loan Party and each Incremental Lender either (i) a counterpart of this Amendment duly executed and delivered on behalf of such party or (ii) written evidence satisfactory to the Agent (which may include facsimile or other electronic transmission of a signed counterpart of this Amendment) that such party has duly executed and delivered a counterpart of this Amendment.

(b) The Agent shall have received a favorable written opinion (in each case, addressed to the Agent and the Lenders (including, without limitation, the Incremental Lenders) and dated the Incremental Amendment Effective Date) of (i) Davis, Malm & D’Agostine, P.C., counsel for the Loan Parties, (ii) Herrick Feinstein LLP, New York counsel for the Loan Parties and (iii) Terschman, Steinle, Hodan & Ganzer LTD, Wisconsin counsel for the Loan Parties.

(c) The Agent shall have received a customary certificate from the chief financial officer of the Borrower certifying that the Borrower and its Subsidiaries, on a consolidated basis on the Incremental Amendment Effective Date after giving effect to the Incremental Facility Amendment and the incurrence of the Incremental Term Loans (and the use of proceeds therefrom), are solvent (within the meaning of Section 3.15(a) of the Credit Agreement).

(d) The Agent shall have received (i) a certificate of each Loan Party, dated the Incremental Amendment Effective Date and executed by its Secretary, Assistant Secretary or director, which shall (A) certify the resolutions of its Board of Directors, members or other body authorizing the execution, delivery and performance of this Amendment (and any agreements relating thereto) to which it is a party, (B) identify by name and title and bear the signatures of the other officers of such Loan Party authorized to sign the Amendment (and any agreements relating thereto) to which

it is a party, (C) either (1) contain appropriate attachments, including the certificate or articles of incorporation or organization of each such Loan Party (and in the case of any such Loan Party, certified by the relevant authority of the jurisdiction of organization of such Loan Party), and a true and correct copy of its by-laws, memorandum and articles of incorporation or operating, management, partnership or equivalent agreement to the extent applicable, in each case, certified as of a recent date or (2) include a written certification by such Loan Party's secretary, assistant secretary or other Responsible Officer that such Loan Party's certificate or articles of incorporation or organization or other applicable constitutive documents most recently certified and delivered to the Agent prior to the Incremental Amendment Effective Date pursuant to the Loan Documents remain in full force and effect on the Incremental Amendment Effective Date without modification or amendment since such original delivery and (D) either (1) attach copies of all consents, licenses and approvals required in connection with the consummation by such Loan Party of the Incremental Facility Amendment and certify that such consents, licenses and approvals are in full force and effect, or (2) state that no such consents, licenses or approvals are so required and (ii) a good standing certificate for each Loan Party from the applicable governmental authority of its jurisdiction of incorporation.

(e) The Agent shall have received for each Incremental Lender that shall have requested a promissory note, a duly completed and executed promissory note for such Incremental Lender.

(f) All reasonable and documented or invoiced out-of-pocket costs and expenses (including the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, as counsel to the Agent and the Incremental Lenders) of the Agent and the Incremental Amendment Arrangers incurred in connection with the transactions contemplated hereby for which invoices have been presented at least one (1) Business Day prior to the Incremental Amendment Effective Date shall have been paid.

(g) The fees previously agreed to be paid by the Borrower on the Incremental Amendment Effective Date to the Incremental Amendment Arrangers shall have been paid.

(h) The Agent, the Incremental Amendment Arrangers and Incremental Lenders shall have received all documentation and other information reasonably requested by them at least three (3) Business Days prior to the Incremental Amendment Effective Date that is required to be obtained or maintained by them by regulatory authorities under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act.

(i) The Agent shall have received a Borrowing Request with respect to the Incremental Term Loans in accordance with the requirements of Section 2.02 of the Credit Agreement.

(j) Upon the effectiveness of this Amendment and both immediately before and immediately after giving effect to this Amendment, and the making of the Incremental Term Loans on the Incremental Amendment Effective Date and the application of the proceeds thereof as contemplated by this Amendment, no Default or Event of Default shall have occurred and be continuing.

(k) Upon the effectiveness of this Amendment and both immediately before and immediately after giving effect to this Amendment, and the making of the Incremental Term

Loans on the Incremental Amendment Effective Date and the application of the proceeds thereof as contemplated by this Amendment, the representations and warranties set forth in Article III of the Credit Agreement and in the other Loan Documents and Section 7 of this Amendment shall be true and correct in all material respects with the same effect as though made on and as of the Incremental Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date; provided that any representation or warranty that is qualified as to materiality or “Material Adverse Effect” shall be true and correct in all respects after giving effect to any such qualification as to materiality or “Material Adverse Effect”.

(l) The Agent shall have received the results of recent lien and judgment searches in each of the jurisdictions reasonably requested by it.

(m) At least five days prior to the Incremental Amendment Effective Date, to the extent the Borrower qualifies as a “legal entity customer” under 31 C.F.R. § 1010.230 (the “Beneficial Ownership Regulation”) shall deliver a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation (the “Beneficial Ownership Certification”) in relation to the Borrower.

(n) The Agent and the Incremental Lenders shall have received a certificate from a Responsible Officer of the Borrower dated the Incremental Amendment Effective Date certifying that the conditions set forth in clauses (j) and (k) of this Section 5 have been satisfied.

(o) The Agent shall be reasonably satisfied with the arrangements to consummate the Incremental Amendment Refinancing, including, without limitation, (i) the repurchase through a tender offer on the Incremental Amendment Effective Date of up to all of the currently outstanding 2020 Senior Notes and (ii) the delivery on the Incremental Amendment Effective Date to the trustee under the indenture for the 2020 Senior Notes of an irrevocable notice of redemption in respect of any remaining 2020 Senior Notes.

(p) Each Incremental Lender shall have received an upfront fee equal to 0.50% of the aggregate principal amount of Incremental Term Loans funded by such Incremental Lender on the Incremental Amendment Effective Date. The Administrative Agent may net such upfront fees against the proceeds of the Incremental Term Loans to the Borrower.

(q) The Agent shall have received a “Life-of-Loan” flood hazard determination for each real property encumbered by a Mortgage and, for any Mortgaged Property on which improvements are located in a special flood hazard area, (i) a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and (ii) evidence of insurance required by Section 5.10(b) of the Credit Agreement.

The Agent shall notify the Borrower and the Lenders of the Incremental Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 6. ***Post-Closing Requirements.*** Within ninety (90) days after the Incremental Amendment Effective Date, unless waived or extended by the Agent in its sole discretion, with respect to each real property encumbered by a Mortgage, the Agent shall have received the following, in each case in form and substance reasonably acceptable to the Agent:

(a) Written confirmation (which may be in the form of email correspondence) provided to the Agent from local counsel in the jurisdiction in which the real property encumbered by a Mortgage is located substantially to the effect that:

(i) the recording of the existing Mortgage is the only filing or recording necessary to give constructive notice to third parties of the lien created by such Mortgage as security for the Secured Obligations, including the Secured Obligations evidenced by this Amendment, and the other documents executed in connection therewith, for the benefit of the Secured Parties; and

(ii) no other documents, instruments, filings, recordings, re-recordings, re-filings or other actions, including, without limitation, the payment of any mortgage recording taxes or similar taxes, are necessary or appropriate under applicable law in order to maintain the continued enforceability, validity or priority of the Lien created by such Mortgage as security for the Secured Obligations, including the Secured Obligations evidenced by this Amendment, and the other documents executed in connection therewith, for the benefit of the Secured Parties; or

(b) such other documentation as shall confirm the enforceability, validity, perfection and priority of the lien of the Mortgage in favor of the Secured Parties, including, if reasonably determined to be necessary or advisable by the Agent:

(i) an amendment to the existing Mortgage (the "Mortgage Amendment") to reflect the matters set forth in this Amendment, duly executed and acknowledged by the applicable Loan Party, and in form for recording in the recording office where such Mortgage was recorded, together with such certificates, affidavits, questionnaires or returns as shall be required in connection with the recording or filing thereof under applicable law;

(ii) a favorable opinion or opinions, addressed to the Agent and the Secured Parties covering, among other things, the enforceability, due authorization, execution and delivery of the applicable Mortgage, as amended by the Mortgage Amendment;

(iii) a date down endorsement to the existing title policy (or other title product where a date down endorsement is not available in the applicable jurisdiction), which shall reasonably assure the Agent as of the date of such endorsement (or as of the date of such other title product) that the real property subject to the lien of such Mortgage, as amended by the Mortgage Amendment, is free and clear of all title defects and encumbrances except for Permitted Liens;

(iv) evidence of payment by the Borrower of all search and examination charges, escrow charges and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgage Amendment referred to above; and

(v) such affidavits, certificates, information and instruments of indemnification as shall be required, and evidence of payment of all title insurance premiums and other charges, to induce the title insurance company to issue the endorsement to the title policy (or other title product) contemplated in this Section 6(b).

SECTION 7. **Representations and Warranties.** In order to induce the Incremental Lenders and the Agent to enter into this Amendment and to induce the Incremental Lenders to make the

Incremental Term Loans hereunder, the Borrower hereby represents and warrants to the Incremental Lenders and the Agent on and as of the Incremental Amendment Effective Date that:

(a) This Amendment has been duly authorized, executed and delivered by each Loan Party hereto and constitutes the legal, valid and binding obligations of each such Loan Party enforceable against it in accordance with its terms, except that the enforceability hereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to general principles of equity.

(b) The execution, delivery and performance by each Loan Party of this Amendment is within such Loan Party's corporate powers, has been duly authorized by all necessary corporate and, if necessary, stockholder action of such Loan Party, and does not and will not (a) conflict with or contravene the terms of any Loan Party's organization documents, (b) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect and (ii) for filings and registrations necessary to perfect Liens created pursuant to the Loan Documents, (c) will not violate any Requirement of Law applicable to any Loan Party or any of the Restricted Subsidiaries, (d) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or any of the Restricted Subsidiaries or their respective assets, or give rise to a right thereunder to require any payment to be made by any Loan Party or any of the Restricted Subsidiaries, and (e) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of the Restricted Subsidiaries, except Liens created pursuant to the Loan Documents; except, in the case of each of clauses (b) through (e) above, to the extent that any such violation, default or right, or any failure to obtain such consent or approval or to take any such action, would not reasonably be expected to result in a Material Adverse Effect.

(c) The representations and warranties of the Borrower and each other Loan Party contained in Article III of the Credit Agreement or any other Loan Document are true and correct in all material respects on and as of the date hereof provided that, to the extent that such representations and warranties expressly relate to an earlier date, they are true and correct in all material respects as of such earlier date (excluding the representation set forth in Section 3.15(a) of the Credit Agreement which are true and correct in all material respects as of the Incremental Amendment Effective Date after giving effect to this Amendment); provided further that any representation and warranty that is qualified as to materiality or "Material Adverse Effect" is true and correct in all respects on the Incremental Amendment Effective Date or on such earlier date, as the case may be after giving effect to any such qualification as to materiality or "Material Adverse Effect".

(d) No Default or Event of Default exists on the date hereof before or after giving effect to this Amendment and the incurrence of the Incremental Term Loans and the use of proceeds therefrom.

(e) As of the Incremental Amendment Effective Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

SECTION 8. ***Consent and Affirmation of the Loan Guarantors.*** Each of the Loan Guarantors, in its capacity as a guarantor under Article X of the Credit Agreement and a Grantor under the Security Agreement and as a party to each other Loan Document to which it is a party, hereby (i) consents to the execution, delivery and performance of this Amendment and agrees that each of the Loan Documents to

which it is a party is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed on the Incremental Amendment Effective Date, except that, on and after the Incremental Amendment Effective Date, each reference to the "Credit Agreement," "thereunder," "thereof," "therein" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended and otherwise modified by this Amendment and (ii) affirms and confirms its guarantee of the Obligations (including the Incremental Term Loans) and the prior pledge and/or prior grant of a security interest in the Collateral to secure the Obligations (including the Incremental Term Loans) and, after giving effect to this Amendment, all of the Collateral described in the Loan Documents does, and shall continue to, secure the payment and performance in full of all of the Obligations (including the Incremental Term Loans), including the Initial Term Loans and the Incremental Term Loans and the obligations related thereto and no new filings are required to be made or other action required to be taken to perfect or to maintain the perfection and priority of such Liens.

SECTION 9. **Affirmation of the Borrower.** The Borrower hereby (i) agrees that each of the Loan Documents to which it is a party is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed on the Incremental Amendment Effective Date, except that, on and after the Incremental Amendment Effective Date, each reference to the "Credit Agreement," "thereunder," "thereof," "therein" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended and otherwise modified by this Amendment and (ii) affirms and confirms its prior pledge and/or prior grant of a security interest in the Collateral to secure the Obligations (including the Incremental Term Loans) and, after giving effect to this Amendment, all of the Collateral described in the Loan Documents does, and shall continue to, secure the payment and performance in full of all of the Obligations (including the Incremental Term Loans), including the Initial Term Loans and the Incremental Term Loans and the obligations related thereto and no new filings are required to be made or other action required to be taken to perfect or to maintain the perfection and priority of such Liens.

SECTION 10. **Effect of Amendment.** Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of, the Lenders or the Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. The parties hereto acknowledge and agree that the amendment of the Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement and the other Loan Documents as in effect prior to the date hereof. Nothing herein shall be deemed to establish a precedent for purposes of interpreting the provisions of the Credit Agreement or entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply to and be effective only with respect to the provisions of the Credit Agreement and the other Loan Documents specifically referred to herein.

SECTION 11. **Severability.** Any term or provision of this Amendment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction. If any provision of this Amendment is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

SECTION 12. **Execution in Counterparts.** This Amendment may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 13. **Amendment, Modification and Waiver.** This Amendment may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto. This Amendment, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

SECTION 14. **GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 15. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.

SECTION 16. **Certain Tax Matters.** The parties shall treat the Incremental Term Loans as being fungible with the Existing Term Loans for U.S. federal income tax purposes.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

CLEAN HARBORS, INC.,
as Borrower

By: /s/ Michael Battles
Name: Michael Battles
Title: Executive Vice
President and Chief
Financial Officer

OTHER loan parties:

ALTAIR DISPOSAL SERVICES, LLC
BATON ROUGE DISPOSAL, LLC
BRIDGEPORT DISPOSAL, LLC
CH INTERNATIONAL HOLDINGS, LLC
CLEAN HARBORS ANDOVER, LLC
CLEAN HARBORS ARAGONITE, LLC
CLEAN HARBORS ARIZONA, LLC
CLEAN HARBORS BATON ROUGE, LLC
CLEAN HARBORS BDT, LLC
CLEAN HARBORS BUTTONWILLOW, LLC
CLEAN HARBORS CHATTANOOGA, LLC
CLEAN HARBORS CLIVE, LLC
CLEAN HARBORS COFFEYVILLE, LLC
CLEAN HARBORS COLFAX, LLC
CLEAN HARBORS DEER PARK, LLC
CLEAN HARBORS DEER TRAIL, LLC
CLEAN HARBORS DEVELOPMENT, LLC
CLEAN HARBORS DISPOSAL SERVICES, INC.
CLEAN HARBORS EL DORADO, LLC
CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.
CLEAN HARBORS ES INDUSTRIAL SERVICES,
INC.
CLEAN HARBORS EXPLORATION SERVICES,
INC.
CLEAN HARBORS FLORIDA, LLC
CLEAN HARBORS GRASSY MOUNTAIN, LLC
CLEAN HARBORS INDUSTRIAL SERVICES,
INC.
CLEAN HARBORS KANSAS, LLC
CLEAN HARBORS KINGSTON FACILITY
CORPORATION
CLEAN HARBORS LAPORTE, LLC
CLEAN HARBORS LAUREL, LLC
CLEAN HARBORS LONE MOUNTAIN, LLC
CLEAN HARBORS OF BALTIMORE, INC.
CLEAN HARBORS OF BRAINTREE, INC.
CLEAN HARBORS OF CONNECTICUT, INC.
CLEAN HARBORS PECATONICA, LLC
CLEAN HARBORS RECYCLING SERVICES OF
CHICAGO, LLC
CLEAN HARBORS RECYCLING SERVICES OF
OHIO, LLC
CLEAN HARBORS REIDSVILLE, LLC

CLEAN HARBORS SAN JOSE, LLC
CLEAN HARBORS SAN LEON, INC.
CLEAN HARBORS SERVICES, INC.
CLEAN HARBORS SURFACE RENTALS USA,
INC.
CLEAN HARBORS TENNESSEE, LLC
CLEAN HARBORS WESTMORLAND, LLC
CLEAN HARBORS WHITE CASTLE, LLC
CLEAN HARBORS WICHITA, LLC
CLEAN HARBORS WILMINGTON, LLC
CROWLEY DISPOSAL, LLC
DISPOSAL PROPERTIES, LLC
EMERALD SERVICES, INC.
GSX DISPOSAL, LLC
HILLIARD DISPOSAL, LLC
INDUSTRIAL SERVICE OIL COMPANY, INC.
MURPHY'S WASTE OIL SERVICE INC.
ROEBUCK DISPOSAL, LLC
ROSEMEAD OIL PRODUCTS, INC.
SAFETY-KLEEN ENVIROSYSTEMS COMPANY
SAFETY-KLEEN ENVIROSYSTEMS COMPANY
OF PUERTO RICO, INC.
SAFETY-KLEEN, INC.
SAFETY-KLEEN INTERNATIONAL, INC.
SAFETY-KLEEN SYSTEMS, INC.
SAFETY-KLEEN OF CALIFORNIA, INC.
SAWYER DISPOSAL SERVICES, LLC
SERVICE CHEMICAL, LLC
SPRING GROVE RESOURCE RECOVERY, INC.
THERMO FLUIDS INC.
THE SOLVENTS RECOVERY SERVICE OF NEW
JERSEY, INC.
TULSA DISPOSAL, LLC
VERSANT ENERGY SERVICES, INC.

By: /s/ Michael Battles
Name: Michael Battles
Title: Executive Vice President

PLAQUEMINE REMEDIATION SERVICES, LLC

By: /s/ Michael McDonald
Name: Michael McDonald
Title: President

GOLDMAN SACHS LENDING PARTNERS LLC,
as Agent

By: /s/ Thomas M. Manning
Name: Thomas M. Manning
Title: Authorized Signatory

[Signature Page to Incremental Facility Amendment]

GOLDMAN SACHS LENDING PARTNERS
LLC, as an Incremental Lender

By: /s/ Thomas M. Manning_____

Name: Thomas M. Manning

Title: Authorized Signatory

[Signature Page to Incremental Facility Amendment]

Schedule I

As of the Incremental Amendment Effective Date:

<u>Incremental Lender</u>	<u>Incremental Term Commitment</u>
Goldman Sachs Lending Partners LLC	\$350,000,000
Total:	\$350,000,000

Schedule II

<u>Date</u>	<u>Amount</u>
September 30, 2018	\$1,883,838.38
December 31, 2018	\$1,883,838.38
March 31, 2019	\$1,883,838.38
June 30, 2019	\$1,883,838.38
September 30, 2019	\$1,883,838.38
December 31, 2019	\$1,883,838.38
March 31, 2020	\$1,883,838.38
June 30, 2020	\$1,883,838.38
September 30, 2020	\$1,883,838.38
December 31, 2020	\$1,883,838.38
March 31, 2021	\$1,883,838.38
June 30, 2021	\$1,883,838.38
September 30, 2021	\$1,883,838.38
December 31, 2021	\$1,883,838.38
March 31, 2022	\$1,883,838.38
June 30, 2022	\$1,883,838.38
September 30, 2022	\$1,883,838.38
December 31, 20212	\$1,883,838.38
March 31, 2023	\$1,883,838.38
June 30, 2023	\$1,883,838.38
September 30, 2023	\$1,883,838.38
December 31, 2023	\$1,883,838.38
March 31, 2024	\$1,883,838.38