

**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) **August 29, 2022**

Harsco Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-03970
(Commission
File Number)

23-1483991
(IRS Employer
Identification No.)

**350 Poplar Church Road, Camp Hill,
Pennsylvania**
(Address of principal executive offices)

17011
(Zip Code)

Registrant's telephone number, including area code (717) 763-7064

(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 (see General Instructions A.2. below):

- 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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$1.25 per share	HSC	New York Stock Exchange

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.

Amendment No. 12 to Third Amended and Restated Credit Agreement

On August 29, 2022 (the “Closing Date”), Harsco Corporation (the “Company”) entered into Amendment No. 12 to Third Amended and Restated Credit Agreement (“Amendment No. 12”) which amends the Company’s Third Amended and Restated Credit Agreement, dated as of November 2, 2016 (as the same has been amended, supplemented or otherwise modified prior to the Closing Date, and as further amended by Amendment No. 12, the “Senior Secured Credit Facility”), by and among the Company, Bank of America, N.A., as administrative agent and as collateral agent, the lenders party thereto, and the other parties thereto.

Amendment No. 12 amended the Company’s existing \$700 million revolving credit facility under the Senior Secured Credit Facility (the “Revolving Credit Facility”; and the loans thereunder, the “Revolving Credit Loans”) to, among other things, increase certain levels set forth in the total net leverage ratio covenant, temporarily reduce the ratio under the interest coverage covenant and add a new pricing level applicable to the Revolving Credit Loans. After giving effect to Amendment No. 12, the Revolving Credit Loans bear interest at a rate, depending on total net leverage, ranging from 50 to 175 basis points over base rate or 150 to 275 basis points over LIBOR, subject to a zero floor. Under the Revolving Credit Facility, the Company’s total net leverage is capped at 5.50x of consolidated adjusted EBITDA through the end of 2023; the maximum total net leverage ratio decreases quarterly thereafter, reaching 4.0x for the last quarter in 2024 and thereafter. The total net leverage ratio covenant applicable to the third quarter of 2024 and earlier is subject to a 0.50x decrease upon a sale of the Company’s Rail business (if completed). Pursuant to Amendment No. 12, the Company’s required coverage of consolidated interest charges is set at a minimum of 2.75x of consolidated adjusted EBITDA through the end of 2024 (subject to an increase to 3.0x upon a sale of the Company’s Rail business (if completed)), and leveling at 3.0x for the first quarter in 2025 and thereafter.

In addition, Amendment No. 12 extends the current relief period applicable to certain covenants to the date on which financial statements are delivered for the fiscal quarter ending December 31, 2024 (extended from December 31, 2023), or earlier upon the Company delivering a certificate demonstrating a total net leverage ratio not exceeding 4.0x and a ratio of consolidated EBITDA to consolidated interest charges of not less than 3.0x. For the duration of such relief period, certain of the exceptions to negative covenants are suspended while the step-up to the maximum total net leverage covenant ratio otherwise applicable in connection with a significant acquisition is also suspended.

The foregoing description of Amendment No. 12 is qualified in its entirety by reference to the full and complete terms of Amendment No. 12, which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

Certain of the agents and lenders providing funding or other services under the Senior Secured Credit Facility, as well as certain of their affiliates, have, from time to time, provided various financial advisory, commercial and investment banking services to the Company and/or its affiliates for which they have received customary fees and commissions.

Item 8.01 Other Events

Immaterial Amendment to Senior Secured Credit Facility

On August 19, 2022, the Company entered into an immaterial amendment (“Amendment No. 11”) to the Senior Secured Credit Facility, which modifies the definition of “Consolidated Current Assets” in order to correct an error of a technical nature relevant to the calculation of excess cash flow. The foregoing description of Amendment No. 11 is qualified in its entirety by reference to the full and complete terms of Amendment No. 11, which is attached as Exhibit 10.2 hereto and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment No. 12 to Third Amended and Restated Credit Agreement, dated as of August 29, 2022, among Harsco Corporation, the Subsidiary Guarantors party thereto, Bank of America, N.A., as administrative agent, and the lenders party thereto.</u>
10.2	<u>Amendment No. 11 to Third Amended and Restated Credit Agreement, dated as of August 19, 2022, among Harsco Corporation, the Subsidiary Guarantors party thereto, and Bank of America, N.A. as administrative agent.</u>
104	Cover Page Interactive Data File (formatted as inline XBRL).

SIGNATURES

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

Date: August 29, 2022

HARSCO CORPORATION

/s/ Russell C. Hochman

Russell C. Hochman

Senior Vice President and General Counsel,

Chief Compliance Officer & Corporate Secretary

AMENDMENT NO. 12 TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT, dated as of August 29, 2022 (this “**Amendment Agreement**”), among HARSCO CORPORATION, a Delaware corporation (the “**Company**”), the Subsidiary Guarantors party hereto, BANK OF AMERICA, N.A., as administrative agent (the “**Administrative Agent**”), and the Lenders party hereto (each, a “**Consenting Lender**”).

Reference is made to the Third Amended and Restated Credit Agreement, dated as of November 2, 2016 (as amended by Amendment No. 1 to Credit Agreement, dated as of December 8, 2017, Amendment No. 2 to Credit Agreement, dated as of June 18, 2018, Amendment No. 3 to Credit Agreement, dated as of June 18, 2018, Amendment No. 4 to Credit Agreement, dated as of June 28, 2019, Amendment No. 5 to Credit Agreement, dated as of March 31, 2020, Amendment No. 6 to Credit Agreement, dated as of June 26, 2020, Amendment No. 7 to Credit Agreement, dated as of March 10, 2021, Amendment No. 8 to Credit Agreement, dated as of October 27, 2021, Amendment No. 9 to Credit Agreement, dated as of February 22, 2022, Amendment No. 10 to Credit Agreement, dated as of June 24, 2022, and Amendment No. 11 to Credit Agreement, dated as of August 19, 2022, the “**Existing Credit Agreement**”; the Existing Credit Agreement as amended by this Amendment Agreement, the “**Amended Credit Agreement**”), among the Company, the Approved Borrowers (as defined therein) from time to time party thereto, the lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Amended Credit Agreement and used herein shall have the meanings given to them in the Amended Credit Agreement.

WHEREAS, the Company has requested certain amendments to the Existing Credit Agreement on the terms set forth herein (the “**Majority Revolving Credit Facility Lender Amendments**”);

WHEREAS, in order to effect the foregoing, the Company and the Consenting Lenders, which Consenting Lenders constitute Majority Revolving Credit Facility Lenders (as defined in the Existing Credit Agreement), desire to amend the Existing Credit Agreement as of the Amendment No. 12 Effective Date and approve the Majority Revolving Credit Facility Lender Amendments as provided herein; and

WHEREAS, all notice requirements set forth in Section 10.01 of the Existing Credit Agreement have been duly provided by the Company or waived by the Administrative Agent and the Consenting Lenders.

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

Section 1. *Credit Agreement Amendments*. On the Amendment No. 12 Effective Date, the Company, the Administrative Agent, and the Consenting Lenders agree that the Existing Credit Agreement is, effective as of the Amendment No. 12 Effective Date, hereby amended pursuant to Section 10.01 of the Existing Credit Agreement, as follows:

- (a) The following definition is hereby added immediately after the definition of “Amendment No. 7 Transactions”:

“**Amendment No. 12 Effective Date**’: August 29, 2022.”

(b) Clause (b) of the definition of “**Applicable Margin**” is hereby amended by adding the bolded text (indicated textually in the same manner as the following example: **bolded text**) between the end of the existing pricing-grid applicable “From and after the Amendment No. 7 Effective Date” and the last paragraph of such clause (b):

From and after the Amendment No. 12 Effective Date

Pricing Level	Total Net Leverage Ratio	Eurocurrency Loans	Base Rate Loans
1	< 2.75:1.00	1.50%	0.50%
2	≥ 2.75:1.00 and < 3.25:1.00	1.75%	0.75%
3	≥ 3.25:1.00 and < 4.00:1.00	2.00%	1.00%
4	≥ 4.00:1.00 and < 4.50:1.00	2.25%	1.25%
5	≥ 4.50:1.00 and < 5.00:1.00	2.50%	1.50%
6	≥ 5.00:1.00	2.75%	1.75%

(c) The definition of “**Relief Period Termination Date**” is hereby amended by adding the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) and by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~):

“**Relief Period Termination Date**’: the earlier of (i) the date on which the Administrative Agent receives a Compliance Certificate from the Company pursuant to Section 6.02(b) demonstrating a Total Net Leverage Ratio not greater than 4.00:1.00 and a ratio of Consolidated EBITDA to Consolidated Interest Charges, on a Pro Forma Basis, of not less than 3.00:1.00 and (ii) the date on which the Administrative Agent receives a Compliance Certificate from the Company pursuant to Section 6.02(b) in respect of the fiscal quarter ending on ~~December 31, 2023~~ December 31, 2024.”

(d) Section 7.01(a) is hereby amended by adding the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) and by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~):

“without the written consent of the Majority Revolving Credit Facility Lenders, permit the Total Net Leverage Ratio on a Pro Forma Basis as at the last day of any Test Period to exceed (i) in the case of any Test Period ending on or before March 31, 2022, 5.75:1.00, (ii) in the case of ~~the any~~ Test Period ending on June 30, 2022 through and including December 31, 2023, 5.50:1.00, (iii) in the case of the Test Period ending on ~~September 30, 2022~~ March 31, 2024, 5.25:1.00, (iv) in the case of the Test Period ending on ~~December 31, 2022~~ June 30, 2024, 5.00:1.00, (v) in the case of the Test Period ending on ~~March 31, 2023~~ September 30, 2024, 4.75:1.00, ~~(vi) in the case of the Test Period ending on June 30, 2023, 4.50:1.00, (vii) in the case of the Test Period ending on September 30, 2023, 4.25:1.00~~ and ~~(viii)~~ (vi) in the case of any Test Period ending thereafter, 4.00:1.00; *provided*, solely in the case of this subsection (a), that, notwithstanding the foregoing, (x) from and after the closing of the Rail Disposition, the maximum permitted Total Net Leverage Ratio levels set forth in this subsection (a) (other than the Total Net Leverage Ratio level specified in subclause ~~(viii)~~ (vi) of this subsection (a)) shall each be decreased by ~~0.25~~ 0.50, and (y) from and after the Relief Period Termination Date, the maximum permitted Total Net Leverage Ratio levels set forth in this subsection (a) shall be increased by 0.50 for a period of one year following the consummation of any Significant Acquisition (but shall in no event exceed 4.50:1.00); *provided, further*, that such increase described in this subclause (y) shall not be cumulative in the event that more than one Significant Acquisition is consummated within the same 12-month period.”

(e) Section 7.01(b) is hereby amended by adding the double-underlined text (indicated textually in the same manner as the following example: double-underlined text):

“without the written consent of the Majority Revolving Credit Facility Lenders, permit the ratio of Consolidated EBITDA to Consolidated Interest Charges, on a Pro Forma Basis (i) as at the last day of any Test Period ending on September 30, 2022 through and including December 31, 2024, to be less than 2.75:1.00 (provided, solely in the case of this clause (i), from and after the closing of the Rail Disposition, such ratio shall be increased by 0.25) and (ii) as at the last day of any Test Period ending thereafter, to be less than 3.00:1.00.”

Section 2. *Representations and Warranties*. The Company hereby represents and warrants to the Administrative Agent and each Lender party hereto that (x) no Default or Event of Default has occurred and is continuing on and as of the Amendment No. 12 Effective Date after giving effect hereto, and (y) each of the representations and warranties in each of the Loan Documents is true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) on and as of the Amendment No. 12 Effective Date after giving effect hereto (except to the extent such representations and warranties are specifically made as of an earlier date, in which case such representations and warranties were true and correct in all material respects as of such date).

Section 3. *Effectiveness of this Amendment Agreement.* This Amendment Agreement shall become effective as of the date hereof, subject to the satisfaction of the following conditions precedent on such date (the date on which all of such conditions shall first be satisfied, the “**Amendment No. 12 Effective Date**”):

(a) the Administrative Agent shall have received in .pdf or electronic format (followed promptly by originals to the extent requested by the Administrative Agent) and, unless otherwise specified, properly executed by a Responsible Officer of the signing Loan Party and by each other party thereto, each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) counterparts hereof that, when taken together, bear the signatures of the Loan Parties, the Administrative Agent, the Collateral Agent, and each other Consenting Lender collectively constituting the Majority Revolving Credit Facility Lenders; and

(ii) a certificate of a Responsible Officer certifying as to the matters set forth in Section 2 hereof; and

(b) the Administrative Agent shall have received for the ratable benefit of each Consenting Lender an amendment fee in an amount equal to 0.10% of the aggregate amount of the Revolving Credit Commitments of such Consenting Lender as of the Amendment No. 12 Effective Date; and

(c) All other fees and expenses (in the case of expenses, to the extent invoiced at least three (3) Business Days prior to the Amendment No. 12 Effective Date (except as otherwise reasonably agreed by the Company)) required to be paid hereunder, under the Amended Credit Agreement on the Amendment No. 12 Effective Date, shall have been paid.

Section 4. *Effect of Amendment; No Novation.*

(a) Except as expressly set forth herein or in the Amended Credit Agreement, this Amendment Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Existing 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 Existing Credit Agreement or any other provision of the Existing Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) Nothing herein shall be deemed to entitle the Company 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 Existing Credit Agreement or any other Loan Document in similar or different circumstances.

(c) On and after the Amendment No. 12 Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement”, in any other Loan Document shall be deemed a reference to the Amended Credit Agreement. This Amendment Agreement shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents.

(d) The parties hereto hereby consent to the Majority Revolving Credit Facility Lender Amendments upon the terms and subject to the conditions set forth herein. Upon the Amendment No. 12 Effective Date, all conditions and requirements set forth in the Existing Credit Agreement or the other Loan Documents relating to the effectiveness of this Amendment Agreement, including the Majority Revolving Credit Facility Lender Amendments, shall be deemed satisfied.

(e) Nothing contained in this Amendment Agreement, the Amended Credit Agreement or any other Loan Document shall constitute or be construed as a novation of any of the Obligations.

Section 5. *Governing Law.* THIS AMENDMENT AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 6. *Costs and Expenses.* In accordance with, and subject to the limitations of, Section 10.05 of the Amended Credit Agreement, the Company agrees to reimburse the Administrative Agent for its reasonable documented out-of-pocket expenses in connection with this Amendment Agreement, including the reasonable documented fees, charges and disbursements of counsel for the Administrative Agent.

Section 7. *Electronic Execution; Electronic Records; Counterparts.* This Amendment Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “**Communication**”), including Communications required to be in writing, may, if agreed by the Administrative Agent, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Amendment Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Amendment Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a

manually executed, original counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 8. *Headings*. The headings of this Amendment Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

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

HARSCO CORPORATION,
as Borrower

By: /s/ Michael Kolinsky
Name: Michael Kolinsky
Title: Vice President - Treasurer, Tax and Real Estate

[Signature Page to Amendment No. 12]

**HARSCO DEFENSE HOLDING LLC
HARSCO MINNESOTA FINANCE, INC.
PROTRAN TECHNOLOGY LIMITED LIABILITY
COMPANY
HARSCO MINERALS TECHNOLOGIES LLC
HARSCO FINANCIAL HOLDINGS, LLC**

By: /s/ Michael H. Kolinsky

Name: Michael H. Kolinsky

Title: President

[Signature Page to Amendment No. 12]

**HARSCO MINNESOTA LLC
HARSCO TECHNOLOGIES LLC**

By: /s/ Daniel G. King

Name: Daniel G. King

Title: President

[Signature Page to Amendment No. 12]

HARSCO RAIL, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Secretary

[Signature Page to Amendment No. 12]

HARSCO METRO RAIL HOLDINGS, LLC
HARSCO METRO RAIL, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Vice President and Secretary

[Signature Page to Amendment No. 12]

ALTEK, L.L.C.
HARSCO CLEAN EARTH HOLDINGS, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Secretary

[Signature Page to Amendment No. 12]

21ST CENTURY ENVIRONMENTAL MANAGEMENT
OF NEVADA, LLC
21ST CENTURY ENVIRONMENTAL MANAGEMENT,
LLC OF RHODE ISLAND
ADVANCED REMEDIATION & DISPOSAL
TECHNOLOGIES OF DELAWARE, LLC
AERC ACQUISITION CORPORATION
ALLIED ENVIRONMENTAL GROUP, LLC
ALLWORTH, LLC
BURLINGTON ENVIRONMENTAL, LLC
CEHI ACQUISITION, LLC
CEI HOLDING, LLC
CHEMICAL POLLUTION CONTROL OF FLORIDA,
LLC
CHEMICAL RECLAMATION SERVICES, LLC
CHEMICAL POLLUTION CONTROL, LLC OF NEW
YORK
CLEAN EARTH ENVIRONMENTAL SERVICES, INC.
AES ASSET ACQUISITION CORPORATION
CLEAN EARTH ENVIRONMENTAL SOLUTIONS,
INC.
CLEAN EARTH, LLC
CLEAN EARTH HOLDINGS, LLC
CLEAN EARTH SPECIALTY WASTE SOLUTIONS,
INC.
CLEAN EARTH OF ALABAMA, INC.
CLEAN EARTH OF CARTERET, LLC
CLEAN EARTH DREDGING TECHNOLOGIES, LLC
CLEAN EARTH OF GEORGIA, LLC
CLEAN EARTH OF GREATER WASHINGTON, LLC
CLEAN EARTH OF MARYLAND, LLC
CLEAN EARTH OF NEW CASTLE, LLC
CLEAN EARTH OF NORTH JERSEY, INC.
CLEAN EARTH OF PHILADELPHIA, LLC
CLEAN EARTH OF SOUTHEAST PENNSYLVANIA,
LLC
CLEAN EARTH OF SOUTHERN FLORIDA, LLC
CLEAN EARTH OF WILLIAMSPORT, LLC
CLEAN EARTH OF MICHIGAN, LLC
CLEAN ROCK PROPERTIES LTD.
ESOL TOPCO, LLC

[Signature Page to Amendment No. 12]

**GENERAL ENVIRONMENTAL MANAGEMENT OF
RANCHO CORDOVA LLC
LUNTZ ACQUISITION (DELAWARE), LLC
NORTHLAND ENVIRONMENTAL, LLC
NORTRU, LLC
PHILIP RECLAMATION SERVICES, HOUSTON,
LLC
PSC ENVIRONMENTAL SERVICES LLC
PSC RECOVERY SYSTEMS, LLC
REAL PROPERTY ACQUISITION LLC
REPUBLIC ENVIRONMENTAL RECYCLING (NEW
JERSEY), INC.
REPUBLIC ENVIRONMENTAL SYSTEMS
(PENNSYLVANIA), LLC
REPUBLIC ENVIRONMENTAL SYSTEMS
(TRANSPORTATION GROUP), LLC
RHO-CHEM, LLC
SOLVENT RECOVERY, LLC
GARDNER ROAD OIL, LLC
CLEAN EARTH MOBILE SERVICES, LLC
CLEAN EARTH OF PUERTO RICO, LLC
ENVIRONMENTAL SOIL MANAGEMENT INC
ENVIRONMENTAL SOIL MANAGEMENT OF NEW
YORK, LIMITED LIABILITY COMPANY
MKC ACQUISITION CORPORATION**

By: /s/ Sarah Kowalczyk

Name: Sarah Kowalczyk

Title: Secretary

[Signature Page to Amendment No. 12]

**CLEAN EARTH CORPORATE SERVICES, LLC
CLEAN EARTH GOVERNMENT SERVICES, LLC**

By: /s/ Sarah Kowalczyk

Name: Sarah Kowalczyk

Title: Secretary

[Signature Page to Amendment No. 12]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Elizabeth Uribe

Name: Elizabeth Uribe

Title: Assitant Vice President

[Signature Page to Amendment No. 12]

BANK OF AMERICA, N.A.,
as a Revolving Credit Lender

By: /s/ Kevin Dobosz

Name: Kevin Dobosz

Title: Senior Vice President

[Signature Page to Amendment No. 12]

Royal Bank of Canada
as a Revolving Credit Lender

By: /s/ Nikhil Madhok

Name: Nikhil Madhok

Title: Authorized Signatory

[Signature Page to Amendment No. 12]

BMO Harris Bank, N.A.
as a Revolving Credit Lender

By: /s/ Joshua Hovermale
Name: Joshua Hovermale
Title: Managing Director

[Signature Page to Amendment No. 12]

Goldman Sachs Bank USA,
as a Revolving Credit Lender

By: /s/ Keshia Leday

Name: Keshia Leday

Title: Authorized Signatory

[Signature Page to Amendment No. 12]

HSBC Bank USA, National Association,
as a Revolving Credit Lender

By: /s/ JiaQi Zhang

Name: JiaQi Zhang

Title: Vice President (#23294)

[Signature Page to Amendment No. 12]

U.S. BANK NATIONAL ASSOCIATION,
as a Revolving Credit Lender

By: /s/ Kelsey Hehman

Name: Kelsey Hehman

Title: Assistant Vice President

[Signature Page to Amendment No. 12]

PNC Bank, NA,
as a Revolving Credit Lender

By: /s/ Michael P. Dungan
Name: Michael P. Dungan
Title: SVP

[Signature Page to Amendment No. 12]

Fifth Third Bank, National Association
as a Revolving Credit Lender

By: /s/ Sam Schuessler

Name: Sam Schuessler

Title: Associate

[Signature Page to Amendment No. 12]

KEYBANK NATIONAL ASSOCIATION,
as a Revolving Credit Lender

By: /s/ Jason A. Nichols

Name: Jason A. Nichols

Title: Vice President

[Signature Page to Amendment No. 12]

BARCLAYS BANK PLC,
as a Revolving Credit Lender

By: /s/ Charlene Saldanha
Name: Charlene Saldanha
Title: Vice President

[Signature Page to Amendment No. 12]

ING Bank N.V., Dublin Branch,
as a Revolving Credit Lender

By: /s/ Cormac Langford

Name: Cormac Langford

Title: Director

By: /s/ Sean Hassett

Name: Sean Hassett

Title: Director

[Signature Page to Amendment No. 12]

The Huntington National Bank,
as a Revolving Credit Lender

By: /s/ Mark Zobel

Name: Mark Zobel

Title: Vice President

[Signature Page to Amendment No. 12]

Truist Bank,
as a Revolving Credit Lender

By: /s/ Katherine Bass

Name: Katherine Bass

Title: Managing Director

[Signature Page to Amendment No. 12]

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Revolving Credit Lender

By: /s/ Jessica Lutrario

Name: Jessica Lutrario

Title: Associate

By: /s/ Suzan Onal

Name: Suzan Onal

Title: Vice President

[*Signature Page to Amendment No. 12*]

Bank of the West,
as a Revolving Credit Lender

By: /s/ Jeffrey Toner

Name: Jeffrey Toner

Title: Director

[Signature Page to Amendment No. 12]

ARAB BANKING CORPORATION (B.S.C.)
NEW YORK BRANCH,
as a Revolving Credit Lender

By: /s/ David Giacalone

Name: David Giacalone
Title: Chief Risk Officer

By: /s/ Tony Berbari

Name: Tony Berbari
Title: General Manager

[Signature Page to Amendment No. 12]

CONSENT AND REAFFIRMATION

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment Agreement (the “**Amendment Agreement**”), dated as of August 29, 2022, which amends the Third Amended and Restated Credit Agreement dated as of November 2, 2016 (as amended by Amendment No. 1 to Credit Agreement, dated as of December 8, 2017, Amendment No. 2 to Credit Agreement, dated as of June 18, 2018, Amendment No. 3 to Credit Agreement, dated as of June 18, 2018, Amendment No. 4 to Credit Agreement, dated as of June 28, 2019, Amendment No. 5 to Credit Agreement, dated as of March 31, 2020, Amendment No. 6 to Credit Agreement, dated as of June 26, 2020, Amendment No. 7 to Credit Agreement, dated as of March 10, 2021, Amendment No. 8 to Credit Agreement, dated as of October 27, 2021, Amendment No. 9 to Credit Agreement, dated as of February 22, 2022, Amendment No. 10 to Credit Agreement, dated as of June 24, 2022, and Amendment No. 11 to Credit Agreement, dated as of August 19, 2022, the “**Existing Credit Agreement**”), among Harsco Corporation, a Delaware corporation, Bank of America, N.A., as Administrative Agent, and the several lenders from time to time party thereto. Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Amended Credit Agreement (as defined in the Amendment Agreement). In connection with the execution and delivery of the Amendment Agreement, each of the undersigned, except as expressly set forth in the Amendment Agreement, (i) ratifies and affirms all the provisions in the Amended Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, (ii) agrees that the terms and conditions of the Loan Documents, including the security provisions set forth therein, shall continue in full force and effect as amended thereby, and shall not be impaired or limited by the execution or effectiveness of the Amendment Agreement and (iii) acknowledges and agrees that the Collateral continues to secure, to the fullest extent possible in accordance with the Amended Credit Agreement and the Guarantee and Collateral Agreement, the payment and performance of all Obligations. All references in the Loan Documents to (i) the “Credit Agreement” shall hereafter mean and refer to the Existing Credit Agreement as amended pursuant to the Amendment Agreement and (ii) the term “Obligations” shall hereafter mean and refer to the Obligations as redefined in the Amended Credit Agreement and shall include all additional Obligations resulting from or incurred pursuant to the Amended Credit Agreement.

The terms and conditions of the Guarantee and Collateral Agreement and the other Security Documents are hereby reaffirmed by the Subsidiary Guarantors.

Dated: August 29, 2022

[Signature Pages Follow]

HARSCO CORPORATION,
as Borrower

By: /s/ Michael Kolinsky

Name: Michael Kolinsky

Title: Vice President - Treasurer, Tax and Real Estate

[Signature Page to Consent and Reaffirmation]

**HARSCO DEFENSE HOLDING LLC
HARSCO MINNESOTA FINANCE, INC.
PROTRAN TECHNOLOGY LIMITED LIABILITY
COMPANY
HARSCO MINERALS TECHNOLOGIES LLC
HARSCO FINANCIAL HOLDINGS, LLC**

By: /s/ Michael H. Kolinsky

Name: Michael H. Kolinsky

Title: President

[Signature Page to Consent and Reaffirmation]

**HARSCO MINNESOTA LLC
HARSCO TECHNOLOGIES LLC**

By: /s/ Daniel G. King

Name: Daniel G. King

Title: President

[Signature Page to Consent and Reaffirmation]

HARSCO RAIL, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Secretary

[Signature Page to Consent and Reaffirmation]

**HARSCO METRO RAIL HOLDINGS, LLC
HARSCO METRO RAIL, LLC**

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Vice President and Secretary

[Signature Page to Consent and Reaffirmation]

ALTEK, L.L.C.
HARSCO CLEAN EARTH HOLDINGS, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Secretary

[Signature Page to Consent and Reaffirmation]

21ST CENTURY ENVIRONMENTAL MANAGEMENT
OF NEVADA, LLC
21ST CENTURY ENVIRONMENTAL MANAGEMENT,
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ADVANCED REMEDIATION & DISPOSAL
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ENVIRONMENTAL SOIL MANAGEMENT INC
ENVIRONMENTAL SOIL MANAGEMENT OF NEW
YORK, LIMITED LIABILITY COMPANY
MKC ACQUISITION CORPORATION**

By: /s/ Sarah Kowalczyk

Name: Sarah Kowalczyk

Title: Secretary

[Signature Page to Consent and Reaffirmation]

**CLEAN EARTH CORPORATE SERVICES, LLC
CLEAN EARTH GOVERNMENT SERVICES, LLC**

By: /s/ Sarah Kowalczyk

Name: Sarah Kowalczyk

Title: Secretary

[Signature Page to Consent and Reaffirmation]

AMENDMENT NO. 11 TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT, dated as of August 19, 2022 (this “**Amendment Agreement**”), among HARSCO CORPORATION, a Delaware corporation (the “**Company**”), the Subsidiary Guarantors party hereto, and BANK OF AMERICA, N.A., as administrative agent (the “**Administrative Agent**”).

Reference is made to the Third Amended and Restated Credit Agreement, dated as of November 2, 2016 (as amended by Amendment No. 1 to Credit Agreement, dated as of December 8, 2017, Amendment No. 2 to Credit Agreement, dated as of June 18, 2018, Amendment No. 3 to Credit Agreement, dated as of June 18, 2018, Amendment No. 4 to Credit Agreement, dated as of June 28, 2019, Amendment No. 5 to Credit Agreement, dated as of March 31, 2020, Amendment No. 6 to Credit Agreement, dated as of June 26, 2020, Amendment No. 7 to Credit Agreement, dated as of March 10, 2021, Amendment No. 8 to Credit Agreement, dated as of October 27, 2021, Amendment No. 9 to Credit Agreement, dated as of February 22, 2022, and Amendment No. 10 to Credit Agreement, dated as of June 24, 2022, the “**Existing Credit Agreement**”; the Existing Credit Agreement as amended by this Amendment Agreement, the “**Amended Credit Agreement**”), among the Company, the Approved Borrowers (as defined therein) from time to time party thereto, the lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent. Unless otherwise defined herein, terms defined in the Amended Credit Agreement and used herein shall have the meanings given to them in the Amended Credit Agreement.

WHEREAS, pursuant to the second to last paragraph of Section 10.01 of the Existing Credit Agreement, the Administrative Agent and the Company have jointly identified an omission of a technical nature in the Existing Credit Agreement which shall be rectified by the amendment set forth in Section 1(a) of this Amendment Agreement;

WHEREAS, all notice requirements set forth in Section 10.01 of the Existing Credit Agreement have been duly provided by the Company or waived by the Administrative Agent.

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

Section 1. *Credit Agreement Amendments*. On the Amendment No. 11 Effective Date, the Company and the Administrative Agent agree that the Existing Credit Agreement is, effective as of the Amendment No. 11 Effective Date (subject to Section 4 below), hereby amended pursuant to Section 10.01 of the Existing Credit Agreement, as follows:

(a) The definition of “**Consolidated Current Assets**” is hereby amended by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~):

“**Consolidated Current Assets**”: at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of the Company and its Restricted Subsidiaries at such date, other than amounts related to current or deferred Taxes based on income or profits, ~~assets held for sale~~; loans (permitted) to third parties, pension assets, deferred bank fees, derivative financial instruments and assets under any Swap Obligations.

Section 2. *Effectiveness of this Amendment Agreement.* This Amendment Agreement shall become effective after notice hereof is given to the Lenders without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days after notice thereof (such date, the “**Amendment No. 11 Effective Date**”).

Section 3. *Effect of Amendment; No Novation.*

(a) Except as expressly set forth herein or in the Amended Credit Agreement, this Amendment Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Existing 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 Existing Credit Agreement or any other provision of the Existing Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(b) Nothing herein shall be deemed to entitle the Company 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 Existing Credit Agreement or any other Loan Document in similar or different circumstances.

(c) On and after the Amendment No. 11 Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement”, in any other Loan Document shall be deemed a reference to the Amended Credit Agreement. This Amendment Agreement shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents.

(d) The parties hereto hereby consent to the amendment effected hereunder upon the terms and subject to the conditions set forth herein. Upon the Amendment No. 11 Effective Date, all conditions and requirements set forth in the Existing Credit Agreement or the other Loan Documents relating to the effectiveness of this Amendment Agreement, including the amendments effected hereunder, shall be deemed satisfied.

(e) Nothing contained in this Amendment Agreement, the Amended Credit Agreement or any other Loan Document shall constitute or be construed as a novation of any of the Obligations.

Section 4. *Governing Law.* THIS AMENDMENT AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. *Costs and Expenses.* In accordance with, and subject to the limitations of, Section 10.05 of the Amended Credit Agreement, the Company agrees to reimburse the Administrative Agent for its reasonable documented out-of-pocket expenses in connection with this Amendment Agreement, including the reasonable documented fees, charges and disbursements of counsel for the Administrative Agent.

Section 6. *Electronic Execution; Electronic Records; Counterparts.* This Amendment Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “**Communication**”), including Communications required to be in writing, may, if agreed by the Administrative Agent, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Amendment Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Amendment Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 7. *Headings.* The headings of this Amendment Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Remainder of page intentionally blank]

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

HARSCO CORPORATION,
as Borrower

By: /s/ Michael Kolinsky
Name: Michael Kolinsky
Title: Vice President - Treasurer, Tax and Real Estate

[Signature Page to Amendment No. 11]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Elizabeth Uribe

Name: Elizabeth Uribe

Title: Assistant Vice President

[Signature Page to Amendment No. 11]

CONSENT AND REAFFIRMATION

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The terms and conditions of the Guarantee and Collateral Agreement and the other Security Documents are hereby reaffirmed by the Subsidiary Guarantors.

Dated: August 19, 2022

[Signature Pages Follow]

HARSCO CORPORATION,
as Borrower

By: /s/ Michael Kolinsky

Name: Michael Kolinsky

Title: Vice President - Treasurer, Tax and Real Estate

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By: /s/ Michael H. Kolinsky

Name: Michael H. Kolinsky

Title: President

[Signature Page to Consent and Reaffirmation]

**HARSCO MINNESOTA LLC
HARSCO TECHNOLOGIES LLC**

By: /s/ Daniel G. King
Name: Daniel G. King
Title: President

[Signature Page to Consent and Reaffirmation]

HARSCO RAIL, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Secretary

[Signature Page to Consent and Reaffirmation]

HARSCO METRO RAIL HOLDINGS, LLC
HARSCO METRO RAIL, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Vice President and Secretary

[Signature Page to Consent and Reaffirmation]

ALTEK, L.L.C.
HARSCO CLEAN EARTH HOLDINGS, LLC

By: /s/ Jon S. Ploetz

Name: Jon S. Ploetz

Title: Secretary

[Signature Page to Consent and Reaffirmation]

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OF NEVADA, LLC
21ST CENTURY ENVIRONMENTAL MANAGEMENT,
LLC OF RHODE ISLAND
ADVANCED REMEDIATION & DISPOSAL
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By: /s/ Sarah Kowalczyk

Name: Sarah Kowalczyk

Title: Secretary

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**CLEAN EARTH CORPORATE SERVICES, LLC
CLEAN EARTH GOVERNMENT SERVICES, LLC**

By: /s/ Sarah Kowalczyk

Name: Sarah Kowalczyk

Title: Secretary

[Signature Page to Consent and Reaffirmation]