

17 December 2020

To the Creditor Representatives listed in Schedule 1 hereto.

Ladies and Gentlemen:

We are rendering this opinion letter as special German legal counsel to Wepa Hygieneprodukte GmbH (the “**Issuer**” or “**Company**”) in connection with the mergers (*Verschmelzungen*) (i) of PL Supplies Limited into the Company pursuant to the merger plan (*Verschmelzungsplan*) entered into on 19 November 2020 (the “**PL Supply Merger Agreement**”), (ii) of Winfried Limited into the Company pursuant to the merger plan (*Verschmelzungsplan*) entered into on 19 November 2020 (the “**Winfried Merger Agreement**”), (iii) of Wepa International GmbH into the Company pursuant to the merger agreement (*Verschmelzungsvertrag*) entered into on 18 November 2020 (the “**Wepa International Merger Agreement**”) and (iv) of Wepa CS Group GmbH into Wepa Hygieneprodukte GmbH pursuant to the merger agreement (*Verschmelzungsvertrag*) entered into on 17 December 2020 (the “**Wepa CS Merger Agreement**”) (the mergers set forth under (i) to (iv) hereinafter the “**Mergers**”).

This opinion letter is being rendered to you pursuant to §9(8)(a)(vi),(d) of the Floating Rate Notes Conditions of Issue, §9(8)(a)(vi),(d) of the Fixed Rate Notes Conditions of Issue and Clause 7(a)(vi),(d) of Schedule 12 of the Facility Agreement (each as defined below).

Unless otherwise indicated herein, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Conditions of Issue (as defined below) or the Facility Agreement (as defined below), as applicable.

1. Scope of Examination

In arriving at the opinions expressed below, we have reviewed the following documents:

- 1.1 the conditions of issue (the “**Floating Rate Notes Conditions of Issue**”) governing the €200,000,000 Senior Secured Floating Rate Notes due 2026 (the “**Floating Rate Notes**”) of the Issuer, including §9(8) thereof;
- 1.2 the conditions of issue (the “**Fixed Rate Notes Conditions of Issue**”, and jointly with the Floating Rate Notes Conditions of Issue, the “**Conditions of Issue**”) of the €400,000,000

BANK ACCOUNT: ODDO BHF Aktiengesellschaft FRANKFURT/MAIN, BANK CODE (BLZ) 500 202 00, ACCOUNT NO. 264 750 04, BIC: BHFDBEFF500
IBAN: DE 13 5002 0200 0026 4750 04, VAT-ID NO. DE811526943, TAX-NO. 014 345 042 26

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2.875% Senior Secured Notes due 2027 of the Company (the “**Fixed Rate Notes**” and jointly with the Floating Rate Notes, the “**Notes**”), including §9(8) thereof;

- 1.3 the guarantee agreement in relation to the Floating Rate Notes and the Fixed Rate Notes dated 12 December 2019 (the “**Guarantee Agreement**”);
- 1.4 the guarantee confirmation agreement dated 10 February 2020 relating to the Guarantee Agreement;
- 1.5 the agency agreement in relation to the Floating Rate Notes dated 12 December 2019 (the “**Floating Rate Notes Agency Agreement**”);
- 1.6 the agency agreement in relation to the Fixed Rate Notes dated 12 December 2019, as supplemented by the supplement to the Fixed Rate Notes Agency Agreement dated 10 February 2020 (the “**Fixed Rate Notes Agency Agreement**” and collectively with the Floating Rate Notes Agency Agreement, the “**Agency Agreements**”);
- 1.7 the €125,000,000 super senior revolving credit facility agreement originally dated 29 April 2013 (as amended by several waiver and amendment request letters dated 13 May 2013, 13 February 2014, 9 October 2014 and 12 May 2015 and as further amended by a first amendment agreement dated 18 February 2015, a second amendment agreement dated 18 December 2015, a third amendment agreement dated 24 May 2016, a fourth amendment and restatement agreement dated 31 July 2019 and a fifth amendment agreement dated 29 November 2019 between, among others, the Company as company, certain subsidiaries of the Company as original borrowers and original guarantors, Commerzbank Aktiengesellschaft, Deutsche Bank AG, London Branch, and HSBC Bank plc as arrangers, certain financial institutions as original lenders and Commerzbank Aktiengesellschaft as facility agent and security agent (the “**Facility Agreement**”), including Clause 7 (*Merger and Consolidation*) of Schedule 12 of the Facility Agreement;
- 1.8 the PL Supply Merger Agreement, the Winfried Merger Agreement, the Wepa International Merger Agreement and the Wepa CS Merger Agreement (each a “**Merger Agreement**” and jointly the “**Merger Agreements**”);
- 1.9 a guarantee confirmation with regard to the Mergers dated 17 December 2020 and addressed to you (the “**Guarantee Confirmation**”); and
- 1.10 the officers’ request certificate of the Issuer dated 17 December 2020 and addressed to you (the “**Officers’ Request Certificate**”).

In this opinion letter, the documents mentioned under 1.1 to 1.10 above are hereinafter referred to as the “**Relevant Documents**”.

In rendering the opinions expressed below, we have relied solely on our review of the Relevant Documents and have made no independent verification of the factual matters set forth in such documents upon which the advice in this opinion letter is based. Accordingly, no opinion is given as to matters of fact. We have made no inquiries, investigation, research or due diligence to find any further documents which could be of relevance for the subject

matters addressed in this opinion letter. We have not undertaken any search of court records for purposes of this letter.

In our opinion, we have made such examination or investigation as is necessary to enable us to express an informed opinion as to whether the conditions set forth in the Conditions of Issue and the Facility Agreement to the Mergers have been satisfied.

2. Opinion limited to German law

- 2.1 The opinions expressed herein are limited to the laws of the Federal Republic of Germany (“**Germany**”) as in force and applied and interpreted as of the date of this opinion letter, and we express no opinion as to the effect on the matters covered by this opinion letter of the laws of any other jurisdiction. We assume no obligation to advise either you or any other party of changes of law or facts that could occur after the date of this opinion letter, even though the change may affect the legal analysis or conclusions given in this opinion letter. This opinion letter is exclusively subject to, and shall be exclusively interpreted in accordance with, the laws of Germany. The courts of Frankfurt am Main, Germany, shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) regarding any disputes arising under or in connection with this opinion letter or the opinions expressed herein.
- 2.2 In this opinion letter, concepts of German law are addressed in the English language and not in their original German terms, which may differ in the exact legal meaning. This opinion letter may, therefore, only be relied upon under the express condition that any issues of interpretation or liability arising out of or in connection with this opinion letter, as well as this opinion letter and the opinions set forth herein are governed by the laws of Germany as interpreted by a German court.

3. Assumptions

In rendering the opinions expressed below we have relied upon and have not independently verified the following assumptions:

- 3.1 All documents supplied to us are authentic, true and complete and all documents supplied to us as copies (including, without limitation, faxed, scanned, pdf or other electronic copies) conform to the originals, and all such originals are authentic, true and complete.
- 3.2 All signatures, seals and stamps appearing on any document submitted to us are genuine including that the signatures in each of the documents submitted to us are genuine signatures of those individuals to whom they purport to pertain.
- 3.3 Each of the Company and the other debtors is an entity duly organized and validly existing under the laws of the jurisdiction of its organization.
- 3.4 The agreements we have examined for purposes of this opinion letter have been duly authorized, executed and delivered and constitute valid and binding obligations of each party to those documents and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreements.

- 3.5 You have acted in good faith and without notice of any fact which has caused you to reach any conclusion contrary to any of the advice provided in this opinion letter.
- 3.6 There are no arrangements or understandings among the parties to the Relevant Documents which modify or supersede any of the provisions of the Relevant Documents and there are no other facts not disclosed to us relevant for the rendering of the opinions contained in this opinion letter.
- 3.7 All statements, representations and assumptions as to matters of fact made in the Relevant Documents are correct and complete and each of the parties thereto have complied with and will at all times comply with each of their respective obligations under the Merger Agreements.

4. Opinion

Based on the foregoing and subject to the assumptions, qualifications and limitations contained herein, it is our opinion that (i) the Mergers comply with §9(8)(a)(i) and (vi),(d) of each of the Conditions of Issue and Clause 7(a)(i) and (vi),(d) of Schedule 12 of the Facility Agreement and (ii) upon the Mergers becoming effective, (x) each of the Note Guarantees (as defined in the Conditions of Issue) will apply to the obligations of the Company in respect of the Notes and the Agency Agreements and (y) each of the guarantees and indemnities granted by any Guarantor (as defined in the Facility Agreement) other than the Company and Wepa International GmbH (which merges into the Company) will apply to the Company's obligations under the Finance Documents (as defined in the Facility Agreement), in each case to the same or greater extent than they applied to the Notes, the respective Agency Agreement and the Company's obligations under the Finance Documents, as applicable, immediately prior to the completion of the Mergers, with the Company assuming the legal position of Wepa International GmbH under the latter's Note Guarantee and guarantees and indemnities under the Facility Agreement after the merger into the Company has become effective.

5. Benefit of Opinion

This opinion letter is given by us pursuant to §9(8)(a)(vi),(d) of the Floating Rate Notes Conditions of Issue, §9(8)(a)(vi),(d) of the Fixed Rate Notes Conditions of Issue and Clause 7(a)(vi),(d) of Schedule 12 of the Facility Agreement, as applicable. This opinion letter is intended for your benefit only in the capacities set forth in Schedule 1 hereto, and may not be relied upon by any other person, or used for any other purpose, or quoted or referred to in any other document, or filed with any government agency or another person, nor may its existence or contents be disclosed to any other person, without, in each case, our prior written consent, except that it may be disclosed by you only (i) to the extent required by applicable law or regulation, (ii) to the extent requested by any competent governmental or regulatory authority having jurisdiction over you and your affiliates, (iii) to your legal advisers in connection with the Mergers, (iv) to your external auditors and the your external auditors of each of your affiliates to the extent necessary for its audit of you

or of your affiliates; (v) to your affiliates, directors, officers or employees, or (vi) where this is required in connection with legal proceedings relating to the Mergers, in each case provided that no such recipient to whom this opinion letter is so disclosed may rely on this opinion letter, but receives this opinion letter only for purposes of information and only on the strict understanding that no such person is permitted to rely on this opinion letter and we assume no duty or liability whatsoever to any such recipient as a result of any such disclosure. Any recipient of this opinion letter is subject to the same restrictions on disclosure of copies of this opinion letter to others as are set out herein.

Yours faithfully,

Mayer Brown LLP

Mayer Brown LLP

Schedule 1: Creditor Representatives

1. Deloitte GmbH Wirtschaftsprüfungsgesellschaft as holders' representative under the Floating Rate Notes Conditions of Issue;
2. Deloitte GmbH Wirtschaftsprüfungsgesellschaft as holders' representative under the Fixed Rate Notes Conditions of Issue;
3. Commerzbank Aktiengesellschaft as facility agent under the Facility Agreement.