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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, made as of the 21st day of March, 1990, by and between GRIFFIN DEWATERING CORPORATION, an Alabama corporation having an office at 500 Winding Brook Drive, Glastonbury, Connecticut 06033, ("Grantor"), and UNITED BANK & TRUST COMPANY, a Connecticut banking corporation having an office at 101 Pearl Street, Hartford, Connecticut 06103 ("Grantee").

W I T N E S S E T H :

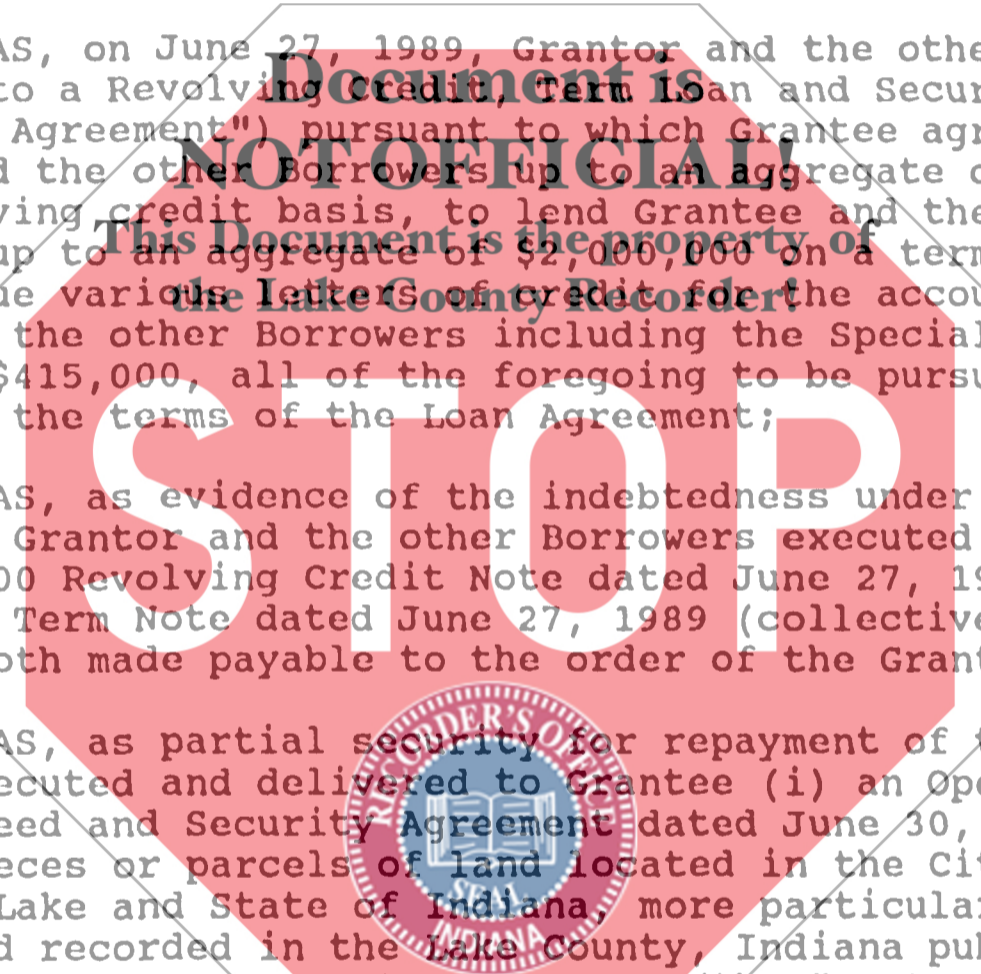
WHEREAS, on June 27, 1989, Grantor and the other Borrowers entered into a Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") pursuant to which Grantee agreed to lend Grantor and the other Borrowers up to an aggregate of \$3,500,000 on a revolving credit basis, to lend Grantee and the other Borrowers up to an aggregate of \$2,000,000 on a term loan basis and to issue various letters of credit for the account for the Grantor or the other Borrowers including the Special LC in the amount of \$415,000, all of the foregoing to be pursuant and subject to the terms of the Loan Agreement;

WHEREAS, as evidence of the indebtedness under the Loan Agreement, Grantor and the other Borrowers executed and delivered a \$3,500,000 Revolving Credit Note dated June 27, 1989 and a \$2,000,000 Term Note dated June 27, 1989 (collectively, the "Notes") both made payable to the order of the Grantee;

WHEREAS, as partial security for repayment of the Notes Grantor executed and delivered to Grantee (i) an Open-End Mortgage Deed and Security Agreement dated June 30, 1989 covering certain pieces or parcels of land located in the City of Hammond, County of Lake and State of Indiana, more particularly described therein and recorded in the Lake County, Indiana public records on July 7, 1989 as Document No. 045529 (the "Mortgage"), and (ii) a Conditional Assignment of Leases and Rentals dated June 30, 1989 covering the aforesaid pieces or parcels of land and recorded in the Lake County, Indiana public records on July 7, 1989 as Document No. 045530 (the "Conditional Assignment of Leases");

WHEREAS, the Grantor, all the other Borrowers and Grantee have entered into Amendment No. 1 ("Amendment No. 1") to the Loan Agreement whereby certain terms of the Loan Agreement have been modified, a copy of Amendment No. 1 being attached hereto as Exhibit A;

WHEREAS, the Conditional Assignment of Leases refers to the Loan Agreement;



STATE OF INDIANA/S.S. HQ.
LAKE COUNTY
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LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307

WHEREAS, Grantor and Grantee desire that the references to the Loan Agreement in the Conditional Assignment of Leases include Amendment No. 1 thereto;

WHEREAS, the Loan Agreement is attached to the Mortgage as Schedule C thereto;

WHEREAS, the Grantor and Grantee desire certain changes in Schedule C attached to the Mortgage in order to reflect Amendment No. 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee hereby agree as follow:

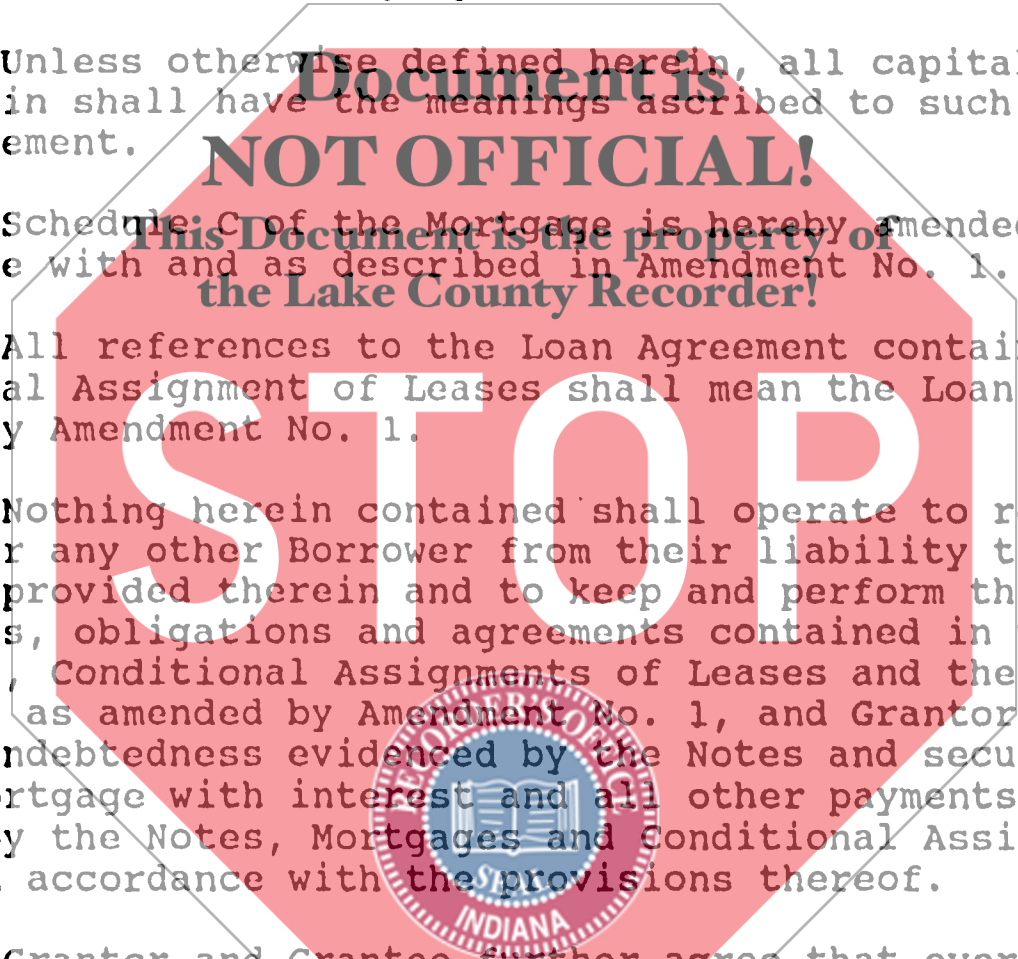
1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. Schedule C of the Mortgage is hereby amended in accordance with and as described in Amendment No. 1.

3. All references to the Loan Agreement contained in the Conditional Assignment of Leases shall mean the Loan Agreement as amended by Amendment No. 1.

4. Nothing herein contained shall operate to release Grantor or any other Borrower from their liability to pay the Notes as provided therein and to keep and perform the terms, conditions, obligations and agreements contained in the Notes, Mortgages, Conditional Assignments of Leases and the Loan Agreement as amended by Amendment No. 1, and Grantor agrees to pay the indebtedness evidenced by the Notes and secured in part by the Mortgage with interest and all other payments required to be made by the Notes, Mortgages and Conditional Assignments of Leases in accordance with the provisions thereof.

5. Grantor and Grantee further agree that every provision, obligation right and power contained in and under the Mortgages, Conditional Assignments of Leases, Notes and UCC-1 financing statements executed in connection with the Loan Agreement and



48452

Mortgages shall continue in full force and effect, affected only to the extent of the changes herein set forth.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Modification Agreement to be duly executed as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

GRIFFIN DEWATERING CORPORATION

Laurie A. Gadowski

By: [Signature]
Its Chief Financial Officer

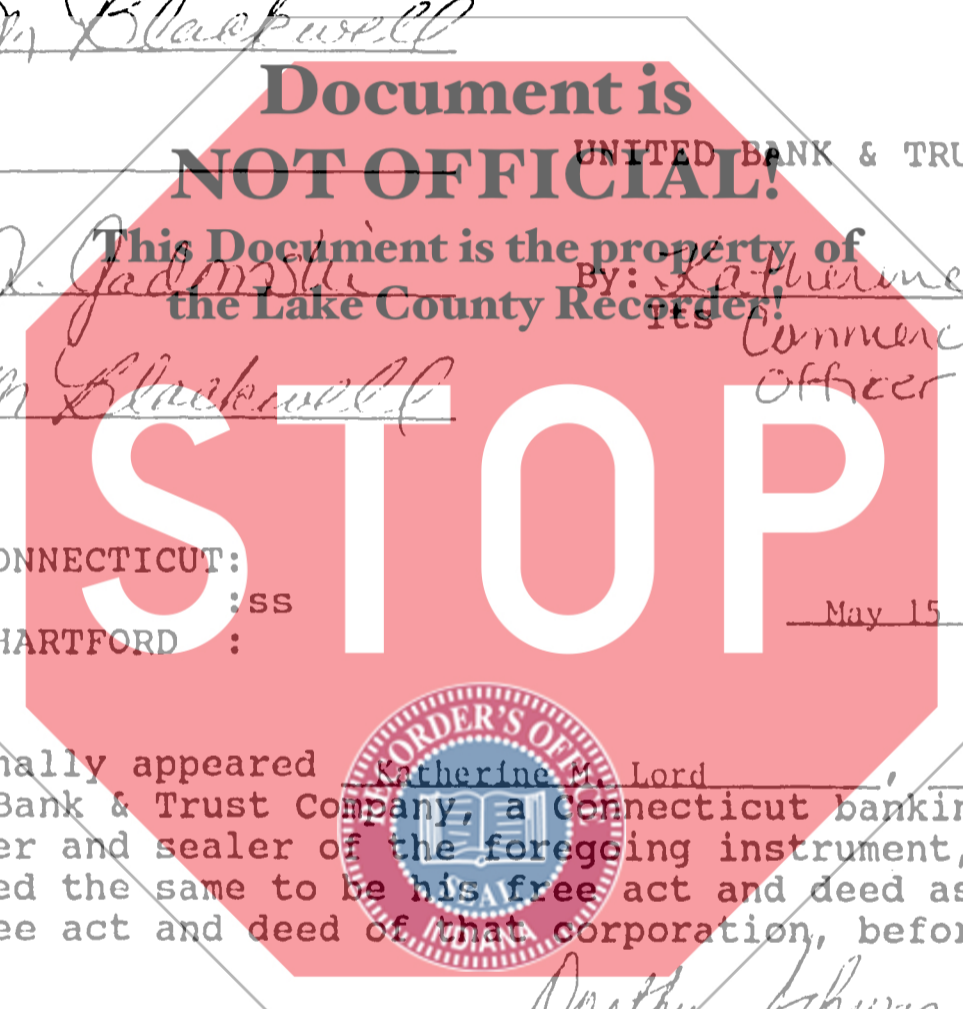
Karen M. Blackwell

Document is NOT OFFICIAL! UNITED BANK & TRUST COMPANY

Laurie A. Gadowski

This Document is the property of the Lake County Recorder! By: Katherine M. Lord
Its Commercial Loan Officer

Karen M. Blackwell



STATE OF CONNECTICUT: :SS
COUNTY OF HARTFORD :

May 15, 1990

Personally appeared Katherine M. Lord, CLO of United Bank & Trust Company, a Connecticut banking corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Officer and the free act and deed of that corporation, before me.

[Signature]
Notary Public

COMMISSION EXPIRES
MARCH 31, 1993

AMENDMENT NO. 1 TO
REVOLVING CREDIT, TERM LOAN
AND SECURITY AGREEMENT

THIS AMENDMENT No. 1 ("Amendment") of a certain Revolving Credit, Term Loan and Security Agreement, dated as of June 27, 1989 (the "Agreement"), by and among Griffin Dewatering Corporation, Griffin Remediation Services, Inc., Griffin Contract Dewatering of California, Inc., Griffin Groundwater Control Services of Canada, Ltd. and Griffin Environmental Services, Inc., collectively as the Borrowers, and United Bank & Trust Company as the lender, is made as of the 21st day of March, 1990.

In consideration of the agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is amended as follows:

a. The first sentence of Section 2.01(b) is amended in its entirety to read as follows:

Credit shall be extended under the Revolving Credit Commitment by (i) depositing the funds in the account of the Corporation at the Bank and by payments to third parties under Commercial Letters of Credit as herein provided (the "Line Facility"), and (ii) the issuance of Commercial Letters of Credit for the benefit of third parties pursuant to Section 2.02 hereof and Standby Letters of Credit for the benefit of third parties pursuant to Section 2.03 hereof in the aggregate amounts not to exceed the lesser of Eight Hundred Thousand Dollars (\$800,000.00) or twenty-five percent (25%) of the Revolving Credit Commitment in the aggregate outstanding at any one time.

b. Section 2.02(i) is amended in its entirety to read as follows:

The aggregate face amount of all CLC's and SLC's outstanding at any point in time shall not exceed the lesser of (a) Eight Hundred Thousand Dollars (\$800,000.00), and (b) twenty-five percent (25%) of the Revolving Credit Commitment.

c. Section 2.03(i) is amended in its entirety to read as follows:

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STATE OF CONNECTICUT:

COUNTY OF HARTFORD :
:SS

May 15, 1990

Personally appeared Daisy Suit, CFO
banking of Griffin Dewatering Corporation, an Alabama corpora-
tion, signer and sealer of the foregoing instrument, and
acknowledged the same to be his free act and deed as such Officer
and the free act and deed of that corporation, before me.

Dorothy Schwary



Notary Public

COMMISSION EXPIRES
MARCH 31, 1993

THIS DOCUMENT WAS PREPARED BY:

Frank J. Saccomandi, III, Esquire
Murtha, Cullina, Richter and Pinney
CityPlace I
P. O. Box 3197
Hartford, Connecticut 06103



The aggregate face amount of all SLC's and CLC's outstanding at any point in time shall not exceed the lesser of (a) Eight Hundred Thousand Dollars (\$800,000.00), and (b) twenty-five percent (25%) of the Revolving Credit Commitment.

- d. Section 2.03(ii) is amended in its entirety to read as follows:

No such SLC shall have an expiration date later than eighteen months from the date of issuance, nor, in any event, later than 180 days after the Revolving Credit Termination Date.

2. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Agreement.

3. References to Sections contained in this Amendment are references to Sections of the Agreement.

4. All of the terms, conditions and provisions of the Agreement shall remain in full force and effect except as specifically set forth in this Amendment.



48452

IN WITNESS WHEREOF, the Bank and each Borrower have set their hands hereto as of the date first above written.

BANK:

UNITED BANK & TRUST COMPANY

By: Katherine M. Lord
Its Commercial Loan Officer

BORROWERS:

GRIFFIN DEWATERING CORPORATION



By: [Signature]
Its Chief Financial Officer

GRIFFIN REMEDIATION SERVICES, INC.

By: [Signature]
Its Chief Financial Officer

GRIFFIN CONTRACT DEWATERING OF CALIFORNIA, INC.

By: [Signature]
Its Chief Financial Officer

GRIFFIN GROUNDWATER CONTROL SERVICES OF CANADA, LTD.

By: [Signature]
Its Chief Financial Officer

GRIFFIN ENVIRONMENTAL SERVICES, INC.

By: [Signature]
Its Chief Financial Officer