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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 006407

2000 JAN 31 AM 9:00

MICHAEL W. CARTER
RECORDER

DEED OF TRUST

DEED OF TRUST made on December 28, 1999, between GRIFFIN DEWATERING CORPORATION, an Alabama corporation, of 6100 Harvey Wilson Drive, Houston, Texas 77020, on behalf of itself and its subsidiary and affiliated corporations as shown on Exhibit B attached hereto and made a part hereof (together, referred to as the "Trustor"), CHRISTOPHER T. KLIMKO, of Bank One, Texas, N.A., 910 Travis, Houston, Texas 77002 (referred to as the "Trustee"), and BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association with its principal office in Dallas, Texas (referred to as the "Bank").

Trustor, in consideration of the indebtedness recited in this Deed of Trust and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property, to-wit:

all that real estate located in Lake County, Indiana, described in the "Schedule" which is attached to this Deed of Trust (this "Deed of Trust") and incorporated herein by this reference (the "Real Estate"); and

NOT ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

JAN 27 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

any items of furniture, machinery, equipment or other tangible personal property which are now or hereafter become attached to the Real Estate or any improvement thereon so as to constitute a fixture, whether now owned or hereinafter acquired (the "Personal Property").

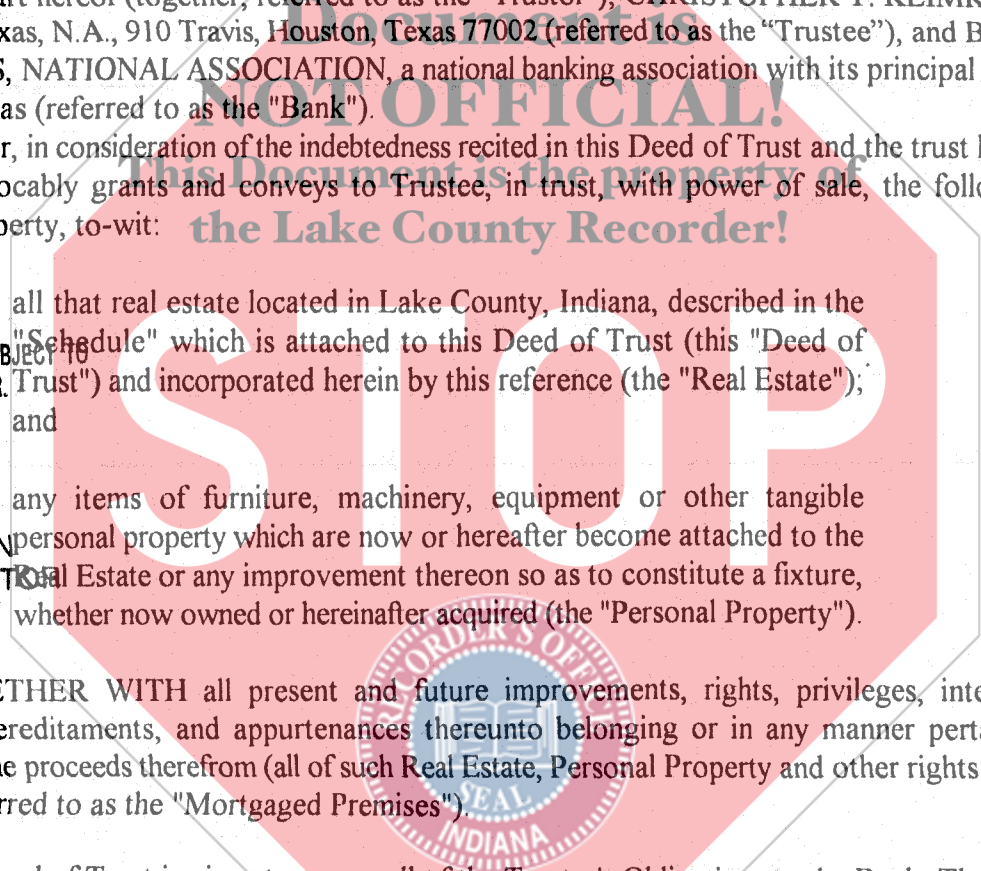
TOGETHER WITH all present and future improvements, rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the proceeds therefrom (all of such Real Estate, Personal Property and other rights being hereafter referred to as the "Mortgaged Premises").

This Deed of Trust is given to secure all of the Trustor's Obligations to the Bank. The term "Obligations" as used in this Deed of Trust means all obligations of the Trustor in favor of the Bank of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to all Obligations of the Trustor in favor of the Bank arising under a Letter Loan Agreement dated JUNE 14, 1995, between the Trustor and the Bank, as subsequently amended (the "Loan Agreement"), a Promissory Note in the principal amount of \$3,000,000.00, dated DECEMBER, 1999 ("Revolving Note"), from the Trustor to the Bank, and a Promissory Note in the principal amount of \$1,000,000, dated DECEMBER, 1999 ("Term Note"), from the Trustor to the Bank, which Obligations include the obligation of the Trustor to repay all advances made by the Bank to the Trustor under the Revolving Note and the Term Note. All of the Obligations, including those arising as above

BANK ONE FT. WORTH
500 THROCKMORTON
FORT WORTH, TEXAS 76102
271871 TX1-1420
TX/OK. NLP SUPPORT

Bank One Kentucky NA
P.O. Box 11606
Lexington KY 40576-7982 36.00 E.P. 1610
853102147 346 354423

Houston
Texas
21-416279255
Commercial



described, are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of the Obligations, including amendments to the Loan Agreement and any "Loan Document" as that term is defined in the Loan Agreement.

As additional security for the Obligations, the Trustor assigns to the Bank the rents, issues and profits of the Mortgaged Premises, including any rents and all other amounts (collectively "Lease Payments") which are due or shall become due to the Trustor under the terms of any present or future lease (a "Lease"), oral or written, of all or any portion of the Mortgaged Premises (all such rents, issues, profits and Lease Payments are hereafter collectively referred to as the "Rents"). This Assignment of Rents is an absolute assignment, and is intended to vest in the Bank the right to collect all Rents subject only to the conditional license to collect Rents granted by the Bank to the Trustor under the terms of numbered Paragraph 7 of this Deed of Trust.

The Trustor further covenants and agrees as follows:

1. The Trustor shall pay and perform all of the Obligations promptly when payment or performance is due, with reasonable attorneys' fees and costs of collection, and without relief from valuation and appraisal laws.
2. The Trustor shall keep the Mortgaged Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Mortgaged Premises. The Trustor shall promptly restore any part of the Mortgaged Premises which may be damaged or destroyed. The Trustor shall pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof.
3. The Trustor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Mortgaged Premises, or any part thereof, or to the Trustor, or to the operation of any business of Trustor which directly affects the Mortgaged Premises; provided, however, that the Trustor may contest any of the matters referred to in this paragraph as provided in the Loan Agreement or otherwise in any reasonable manner which in the judgment of the Bank will not adversely affect the rights of the Trustee, the Bank, their successors or assigns.
4. The Trustor will procure and maintain in effect at all times insurance written by insurance companies acceptable to the Bank which insures against loss or destruction of the Mortgaged Premises by fire, wind storm, lightning, vandalism and malicious mischief and such other perils as are generally covered by "extended coverage" insurance for the full replacement value of the Mortgaged Premises. All policies providing such insurance shall provide that any loss thereunder shall be payable to the Bank under a standard form of secured lender's loss payable endorsement. The Trustor authorizes the Bank to endorse on Trustor's behalf and to negotiate drafts representing proceeds of such insurance, provided that the Bank shall remit to the Trustor such surplus, if any, as remains after the proceeds have been applied at the Bank's option: (a) to the satisfaction of the

Obligations or to the establishment of a cash collateral account securing the Obligations, or (b) to the restoration of the Mortgaged Premises; provided, however, that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that the Trustor can demonstrate to the Bank's satisfaction that restoration of the Mortgaged Premises is physically and economically feasible, such proceeds shall be applied, at the Trustor's option and to the extent necessary, as provided in the foregoing clause (b) and any balance shall be remitted to the Trustor. Certificates evidencing the existence of all of the insurance required under the terms of this Deed of Trust shall be furnished to the Bank and the original policies providing such insurance shall be delivered to the Bank at the Bank's request.

5. Upon demand and failure of the Trustor so to do, the Bank may, in its discretion, advance and pay all sums necessary to protect and preserve the Mortgaged Premises, and all sums so advanced and paid by the Bank shall become a part of the indebtedness secured hereby, shall bear interest from date of payment at a rate equal to the Prime Rate plus 4.0 percent per annum and shall be payable to the Bank upon demand. Such sums shall include, but not by way of limitation: (a) taxes, assessments and other charges which may be or become senior to this Deed of Trust as liens on the Mortgaged Premises, or any part thereof; (b) the cost of any title insurance, surveys, or other evidence which in the discretion of the Bank may be required in order to evidence, insure or preserve the lien of this Deed of Trust; (c) all costs, expenses, and reasonable attorneys' fees incurred by the Bank in respect of any and all legal and equitable actions which relate to this Deed of Trust or to the Mortgaged Premises, and (d) the cost of any repairs respecting the Mortgaged Premises which are reasonably deemed necessary by the Bank. As used in this Deed of Trust, the term "Prime Rate" means a variable per annum rate of interest equal at all times to the rate of interest established and quoted by the Bank as its Prime Rate, such rate to change contemporaneously with each change in such established and quoted rate; provided that it is understood the Prime Rate shall not necessarily be representative of the rate of interest actually charged by the Bank on any loan or class of loans. The Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

6. If all or any part of the Mortgaged Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Obligations, is hereby assigned to the Bank, which is empowered to collect and receive the same and to give proper receipts therefor in the name of the Trustor, and all such sums shall be paid forthwith directly to the Bank. Any award or payment so received by the Bank may, at the option of the Bank: (a) be applied to the satisfaction of the Obligations or to the establishment of a cash collateral account for the Obligations, or (b) be released, in whole or in part, to the Trustor for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of such taking, alteration, or proceeding; provided, however, that so long as no Default has occurred and is continuing, and provided that the Trustor can demonstrate to the Bank's satisfaction that any proposed alteration, restoration or rebuilding is physically and economically feasible, such awards

shall be applied at the Trustor's option and to the extent necessary as provided in the foregoing clause (b)

7. At any time a Default (as hereafter defined) has occurred and is continuing, the Bank may direct the Trustee to enter upon and take possession of the Real Estate or any part thereof, and at any such time, or if the Bank in the reasonable exercise of its discretion determines that payment or performance of any of the Obligations is insecure, the Bank may demand, sue for, receive and give receipts, releases and satisfactions for all Rents. At any time that the Bank has not exercised its right to have the Trustee take possession of the Real Estate and there is not in effect any demand by the Bank for the direct payment of Lease Payments to the Bank given pursuant to the immediately preceding sentence, the Trustor may collect Lease Payments provided that no Rents shall be collected by the Trustor more than thirty (30) days in advance of the period of occupancy to which they relate. Lease Payments collected by the Trustor pursuant to the license granted in the immediately preceding sentence shall be held by the Trustor as trustee for the benefit of the Bank and shall be applied to the satisfaction of obligations to the extent that any are then due and payable. Any balance remaining after satisfaction of all Obligations which are then due and payable may be used by the Trustor for any proper purpose. Any demand by the Trustee or Bank upon any tenant of the Mortgaged Premises accompanied by a copy of this Deed of Trust shall be sufficient authority for such tenant thereafter to make all Lease Payments directly to the Bank and any such tenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making Lease Payments to the Bank pursuant to the Trustee's or Bank's demand, any tenant of the Mortgaged Premises shall be as fully discharged of its obligations under any Lease to the extent of such payments as if such payments had been made directly to the Trustor. If at any time Lease Payments are required to be made directly to the Bank under the terms of this paragraph and notwithstanding such requirement such payments are made to the Trustor, the Trustor will receive such payments in trust for the Bank and will forward them immediately to the Bank in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Bank's title thereto. Any amounts collected by the Bank pursuant to the assignment of rents contained in this Deed of Trust shall be applied by the Bank to the payment of such of the Obligations as are then due and payable as the Bank in its sole discretion shall determine. If no Obligations are then due and payable, such amounts may be held by the Bank as cash collateral for the Obligations, without liability for interest thereon, provided that the Bank will, at the direction of the Trustor, invest such amounts for the account and at the risk of the Trustor in U.S. Treasury Bills with less than 60 days remaining to maturity or in similar essentially risk-free, cash equivalent investments as the Trustor may reasonably direct and any earnings derived from such investments will become a part of the cash collateral account. Any portion or all of the cash collateral account which is not applied to Obligations pursuant to the terms of this paragraph may at the discretion of the Bank be released to the Trustor. The authority given to collect Rents conferred upon the Bank under the terms of this Deed of Trust is irrevocable.

8. The Trustor grants to the Trustee as secured party a security interest in the Personal Property in accordance with the provisions of the Uniform Commercial Code as enacted in Indiana. The Trustor authorizes the Trustee at the expense of the Trustor to execute on its behalf and file any other financing statements deemed necessary by the Trustee to perfect its security interest in the

Personal Property and to file such financing statements in those public offices deemed necessary by the Trustee. Such financing statements may be signed by the Trustee alone. In addition, the Trustor shall execute and deliver any financing statement or other document that the Trustee or Bank may request to perfect or to further evidence the security interest created by this Deed of Trust.

9. If, after the execution of this Deed of Trust, applicable law requires the taxation of this Deed of Trust or any Obligation secured by this Deed of Trust, the Trustor, upon demand by the Trustee or Bank, shall pay such taxes or reimburse the Bank therefor unless it is unlawful to require the Trustor to do so. Notwithstanding the foregoing, the Trustor shall not be obligated to pay any portion of any of the Bank's federal or state income taxes.

10. As used in this paragraph, the following terms have the meanings indicated:

- a. Clean-up. "Clean-up" means the removal or remediation of Contamination or other response to Contamination in compliance with all Environmental Laws and to the satisfaction of all applicable governmental agencies, and in compliance with good commercial practice.
- b. Contamination. "Contamination" means the Release of any Hazardous Substance on, in or under the Real Estate or the presence of any Hazardous Substance on, in or under the Real Estate as the result of a Release, or the emanation of any Hazardous Substance from the Real Estate.
- c. Environmental Laws. "Environmental Laws" means all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements with the force of law, including but not limited to consent decrees and judicial or administrative orders, relating to the environment, including but not limited to those applicable to the use, storage, treatment, disposal or Release of any Hazardous Substances, all as amended or modified from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Clean Water Act, as amended; the Clean Air Act, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Hazardous Materials Transportation Act, as amended, and any and all Indiana environmental statutes including, without limitation, those codified under Title 13 of the Indiana Code and all regulations promulgated under or pursuant to such federal and Indiana Statutes.
- d. Hazardous Substance. "Hazardous Substance" means any hazardous waste or hazardous substance, or any pollutant or contaminant or toxic substance or other chemicals or substances including, without limitation, asbestos,

petroleum, polychlorinated biphenyls, and any other substance regulated by any Environmental Laws.

- e. Release. "Release" means the spilling, leaking, disposing, discharging, dumping, pouring, emitting, depositing, injecting leaching, escaping or other release or threatened release, whether intentional or unintentional, of any Hazardous Substance.
- f. Regulatory Actions. "Regulatory Actions" means any claim, demand, action or proceeding brought or instigated by any governmental authority in connection with any Environmental Law including, without limitation, any civil, criminal or administrative proceeding whether or not seeking costs, damages, penalties or expenses.
- g. Third-party Claims. "Third-party Claims" means any claim, action, demand or proceeding, other than a Regulatory Action, based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to Contamination, whether or not seeking costs, damages, penalties, or expenses, and including any action for contribution to Clean-up costs.

The Trustor shall indemnify, defend and hold harmless the Trustee, the Bank and its affiliates, shareholders, directors, officers, employees and agents (all being included in the word "Bank" for purposes of this paragraph) from any and all claims, causes of action, damages, demands, fines, liabilities, losses, penalties, judgments, settlements, expenses and costs, however defined, and of whatever nature, known or unknown, absolute or contingent, including, but not limited to, attorneys' fees, consultant's fees, fees of environmental or other engineers, and related expenses including, without limitation, expenses related to site inspections and soil and water analyses, which may be asserted against, imposed on, suffered or incurred by the Bank arising out of or in any way related to (a) any actual, alleged or threatened Release of any Hazardous Substance on, in or under the Real Estate, (b) any related injury to human health or safety (including wrongful death) or any actual or alleged injury to the environment by reason of the condition of, or past or present activities on the Real Estate, (c) any actual or alleged violation of Environmental Law related to the Real Estate, (d) any lawsuit or administrative proceeding brought or threatened by any person, including any governmental entity or agency, federal, state or local, including any governmental order relating to or occasioned by any actual or alleged Contamination or threat of Contamination, (e) any lien imposed upon the Real Estate in favor of any governmental entity as a result of any Contamination or threat of Contamination, and (f) all costs and expenses of any Clean-up. The Trustor represents and covenants that the Trustor's storage, generation, transportation, handling or use, if any, of Hazardous Substances on or from the Real Estate is currently, and will remain at all times, in compliance with all applicable Environmental Laws. If any Clean-up is required with respect to the Real Estate, the Trustor shall expeditiously complete such Clean-up at the Trustor's expense and without the necessity of demand by the Bank. If the Trustor should fail to initiate and diligently pursue any Clean-up or should otherwise fail to perform any obligation under the terms of this

paragraph, the Bank may, at its sole discretion and without any obligation to complete any Clean-up which it may cause to be commenced, cause the Clean-up or partial Clean-up of the Real Estate and pay on behalf of the Trustor any costs, fines or penalties imposed on the Trustor pursuant to any Environmental Laws or make any other payment or perform any other action which will prevent a lien in favor of any federal, state or local government authority or any other person from attaching to the Real Property pursuant to the provisions of any Environmental Law, and all costs and expenses of the Bank incurred in pursuing any of the remedies provided in this paragraph shall be added to the obligations secured by this Deed of Trust, which costs and expenses shall become due and payable without notice as incurred by the Bank, together with interest thereon at the Prime Rate plus three percent (3%) per annum until paid.

11. The occurrence of any of the following events shall be deemed a "Default" under this Deed of Trust:

- (a) an "Event of Default" as defined in the Loan Agreement shall have occurred and be continuing or the Trustor shall otherwise fail to pay or perform any of the Obligations promptly when such payment or performance is due or within such grace period as may be applicable;
- (b) the Trustor shall otherwise fail to observe and perform the terms and conditions of this Deed of Trust, or
- (c) the Trustor shall abandon the Mortgaged Premises.

12. Upon the occurrence and continuance of a Default, all indebtedness secured hereby shall, at the option of the Bank, become immediately due and payable. In the event of Default, Bank shall execute or cause Trustee to execute a written notice of such Default and of Bank's election to cause the Mortgaged Premises to be sold to satisfy the obligation hereof, and shall cause such notice to be sent to Trustor and recorded as then required by law. On notice of sale as then required by law and elapse of the then-required time period after recordation of notice of default, Trustee, without demand on Trustor, shall sell the Mortgaged Premises at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public or private sale, to the highest and best bidder. Trustee may postpone sale of all or any part of the Mortgaged Premises by public announcement at the time and place of any previously scheduled sale. The Bank or its designee may purchase the Mortgaged Premises at any sale. Trustee shall deliver to the purchaser at the sale Trustee's deed conveying the property so sold without any covenants or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's, Bank's and attorney fees and costs of title evidence; (b) to all sums secured by the Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled. The Bank shall be entitled to direct the Trustee to collect the rents and profits and to maintain the Mortgaged Premises during any sale proceedings. The Trustee shall have the option of proceeding as to both the Real Estate and the

Personal Property in accordance with its rights and remedies in respect of the Real Estate, in which event the default provisions of the Uniform Commercial Code shall not apply. If the Bank elects to proceed with respect to the Personal Property separately from the Real Estate the requirement of the Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Personal Property shall be met if such notice is delivered or mailed to the Trustor at its address stated above at least ten (10) days prior to such sale or disposition. In any action for sale under this Deed of Trust, the Trustee and the Bank shall be entitled to recover, in addition to all reasonable attorney and related paraprofessional expenses incurred in connection therewith, all other reasonable costs and expenses associated with sale including, without limitation, all expenses incurred for title searches, abstracts of title, title insurance, appraisals, surveys and environmental assessments reasonably deemed necessary by the Trustee or Bank, all of which costs and expenses shall be additional amounts secured by this Deed of Trust. As used in the preceding sentence, the term "environmental assessments" means inspections and reports of environmental engineers or firms of environmental engineers or other appropriate experts, and associated samplings and testings of soil or groundwater, the purpose of which is to determine whether there is any Contamination associated with the Real Estate and if so, the extent thereof, and to estimate of the cost of Clean-up of any Contamination, and to determine whether there are any underground storage tanks or any asbestos in, on, or under the Real Estate and if so, whether there are any violations of Environmental Laws in connection therewith. As used in this paragraph, the terms "Contamination," "Clean-up" and "Environmental Laws" are used as defined in numbered Paragraph 10.

13. The Bank, at its option and on such terms as it may desire, may extend the time of payment or performance of any part or all of the Obligations or direct the Trustee to release any part of the Mortgaged Premises from this Deed of Trust without impairing the lien of this Deed of Trust except as to the portion of the Mortgaged Premises expressly released and without releasing the Trustor or any guarantors or sureties of or from any of the obligations. No delay by the Bank in the exercise of any of its rights under this Deed of Trust shall preclude the subsequent exercise thereof so long as any Default continues uncured, and no waiver by the Bank of any Default of the Trustor shall operate as a waiver of subsequent or other Defaults. The making of any payment by the Trustee or Bank for any of the purposes herein permitted shall not constitute a waiver of any breach of the Trustor's covenant to perform such act. Notice by the Bank of its intention to exercise any right or option under this Deed of Trust is expressly waived by the Trustor, and any one or more of the Bank's rights or remedies under this Deed of Trust may be enforced successively or concurrently. Time is of the essence of this Deed of Trust.

14. All obligations of the Trustor under this Deed of Trust shall extend to and be binding upon the successors and assigns of the Trustor, and shall inure to the benefit of the Trustee, the Bank and their successors and assigns.

15. This Deed of Trust secures indebtedness incurred for a business purpose.

16. This Deed of Trust shall be governed by and construed and enforced in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

Dated: December 28, 1999.

GRIFFIN DEWATERING CORPORATION,
an Alabama corporation

By [Signature]
Printed Name Kazen Khonsari
Title: President

Documents

NOT OFFICIAL!

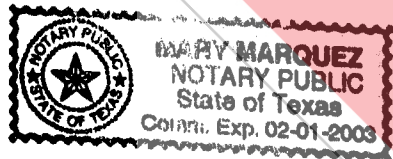
STATE OF TEXAS

COUNTY OF HARRIS

This Document is the property of
the Lake County Recorder!

Before me, a Notary Public in and for the above said County and State, personally appeared KAZEN KHONSARI, the PRESIDENT of Griffin Dewatering Corporation, an Alabama corporation, who as such officer acknowledged the execution of the foregoing Deed of Trust for and on behalf of the corporation.

WITNESS my hand and Notarial Seal this 28 day of December, 1999.



[Signature]
Notary Public in and for the State of Texas
MARY MARQUEZ
Printed Name of Notary
My Commission expires: 2/1/03

This instrument prepared by:
Richard M. Schumacher
Eichhorn & Eichhorn
200 Russell Street
Hammond, IN 46320

After Recording Return To:
Bank One, Texas, N.A.
910 Travis 4th Floor
Houston, TX 77002
Attn: David A Batson

SCHEDULE

HAMMOND, INDIANA PROPERTY

Address

3450 Calumet Avenue
Hammond, IN 46320

Legal Description

ALL THOSE THREE CERTAIN pieces or parcels of land, together with the buildings and improvements thereon, located in the City of Hammond, North Township, Lake County, Indiana, and being more particularly bounded and described as follows, to wit:

Parcel 1:

A part of the Northeast Quarter of Section 24, Township 37 North, Range 10 West of the 2nd Principal Meridian, in the City of Hammond, North Township, Lake County, Indiana, described as beginning at a point in the East line of said Section 24 at a point 820.47 feet South of the Northeast corner of said Section 24, said point being the South line of Jones and Laughlin Addition; thence continuing South on said East line 290.28 feet to a line that is 281 feet South of and parallel to the South line of said Jones and Laughlin Addition; thence Northwesterly on a line parallel to and 281 feet South of the South line of said Jones and Laughlin Addition a distance of 1176.50 feet, more or less, to the curved East right-of-way line of the Indiana East-West Toll Road; thence Northwesterly on said curved East right-of-way line 355.45 feet to the South line of said Jones and Laughlin Addition; thence Southeasterly on said South line 1321.63 feet, more or less, to the place of beginning.

Parcel 2:

Lot six (6), Block six (6), Jones-Laughlin Addition in the City of Hammond, as shown in Plat Book 20, page 54, in Lake County, Indiana.

Parcel 3:

That part of Lot seven (7), Block six (6), Jones-Laughlin Addition to the City of Hammond, as appears in Plat Book 20, page 54, in the Recorder's office of Lake County, Indiana, lying South of the Westerly projection of the North line of Lot 6, more particularly described as beginning at the Southeast corner of said Lot 7; thence North on the East line of said Lot 7 a distance of 23.98 feet; thence West on the Westerly projection of the North line of Lot 6 in said Block 6 a distance of 92.69 feet to the South line of said Jones-Laughlin Addition; thence Southeasterly on said South line 95.74 feet more or less, to the Southeast corner of said Lot 7.

Exhibit "B"

List of Borrowing Borrowers

1. **Griffin Dewatering Corporation, an Alabama corporation**
2. **Griffin Contract Dewatering of California, Inc., a California corporation**
3. **Griffin Remediation Services, Inc., a Delaware corporation**
4. **Griffin Remediation Services - Far West, Inc., a Delaware corporation**
5. **Griffin Remediation Services - Northern, Inc., a Delaware corporation**
6. **Griffin Environmental Services, Inc., a Delaware corporation**
7. **Griffin Remediation Services - Southern, Inc., a Delaware corporation**
8. **Griffin Groundwater Control Services of Canada, Ltd., a Canadian corporation**
9. **Griffin Remediation Services - Northeast, Inc., a Delaware corporation**
10. **Dominion Dewatering, Ltd., a Canadian corporation**
11. **Griffin Dewatering - New England, Inc., a Connecticut corporation**
12. **Griffin Dewatering of New Jersey, L.L.C., a New Jersey limited liability company**
13. **Griffin Dewatering - Mid-Atlantic, L.L.C., a Virginia limited liability company**
14. **Griffin Dewatering, Midwest, L.L.C., an Indiana limited liability company**
15. **Griffin Dewatering of Minnesota, L.L.C., a Minnesota limited liability company**
16. **Griffin Dewatering, Southeast, L.L.C., a Florida limited liability company**
17. **Griffin Dewatering, South Florida, L.L.C., a Florida limited liability company**
18. **Griffin Dewatering, North Central, L.L.C., a Nebraska limited liability company**
19. **Griffin Dewatering, Far West, L.L.C., a California limited liability company**
20. **Griffin Dewatering, Southwest, L.L.C., a Texas limited liability company**
21. **Pump Plus Rental, Ltd., a Texas limited partnership**
- RIFESI, L.L.C., a Texas limited liability company General Partner

22. **Griffin Contract Dewatering, Inc., a Delaware corporation**

