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Lake County, Indiana

FIRST MODIFICATION
TO
FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES,
RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

AND

FIRST MODIFICATION
TO
FEE AND LEASEHOLD SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT
OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

This FIRST MODIFICATION TO FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING and this FIRST MODIFICATION TO FEE AND LEASEHOLD SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (collectively, this "Modification") is made as of this 31 day of August 2006, among SAFETY-KLEEN OIL RECOVERY CO., a Delaware corporation (the "Mortgagor"), whose address is 5400 Legacy Drive, Cluster II, Building 3, Plano, Texas 75024, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent ("Administrative Agent"), successor in interest to Deutsche Bank Trust Company Americas, and having an office at Loan and Agency Services Group, 1111 Fannin, 9th Floor Houston, Texas 77002.

RECITALS

A. Safety-Kleen Systems, Inc. (the "Borrower") entered into that certain Credit Agreement dated as of April 7, 2005 among Safety-Kleen HoldCo., Inc., certain of its affiliates, Deutsche Bank Trust Company Americas, as administrative agent (the "Prior Agent"), and the lenders party thereto (the "Prior Agreement").

B. In connection with and as a condition of that certain Prior Agreement, Mortgagor entered into that certain Fee and Leasehold Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing with Prior Agent, dated April 7, 2005 (the "First Lien Mortgage"), filed in the Lake County, Indiana real property records at Document 2005-030476 on April 18, 2005, and that certain Fee and Leasehold Second Lien Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing with Prior Agent, dated April 7, 2005 filed in the Lake County, Indiana real property records at Document 2005-030477 on April 18, 2005 (the

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"Second Lien Mortgage"; the First Lien Mortgage and the Second Lien Mortgage herein collectively referred to as the "Mortgages").

C. The Borrower has entered into that certain Credit Agreement dated August 3, 2006, among Safety-Kleen HoldCo., Inc., the Administrative Agent and the lenders party thereto (the "Credit Agreement").

D. Contemporaneously with the execution of the Credit Agreement, the Prior Agent has assigned all of the Prior Agent's right, title, interest and privileges in, to and under the Mortgages to the Administrative Agent pursuant to that certain Assignment of Lien executed by the Prior Agent, which Assignment of Lien is being filed in the real property records concurrently with this Modification.

E. The Mortgagor and the Administrative Agent now desire to modify the Mortgages as herein set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, effective as of the date hereof unless otherwise indicated:

ARTICLE 1.

Definitions

Section 1.1. Defined Term. Capitalized terms used in this Modification, to the extent not otherwise defined herein, shall have the same meanings as set forth in the Mortgages as modified hereby.

ARTICLE 2.

Modifications

Section 2.1. Amendment to Introductory Paragraph. The first introductory paragraph of each Mortgage is amended to read as follows:

This FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (this "Mortgage") is made as of this 7th day of April, 2005, between SAFETY-KLEEN OIL RECOVERY CO., a Delaware corporation ("Mortgagor"), whose address is 5400 Legacy Drive, Cluster II, Building 3, Plano, Texas 75024, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Mortgagee"), having an office at Loan and Agency Services Group, 1111 Fannin, 9th Floor Houston, Texas 77002.

Section 2.2. Amendment to Recitals. The recitals to each Mortgage are amended to read as set forth below. For clarification purposes, the recitals are deemed to start with the paragraph following the heading "W I T N E S S E T H:" and end immediately prior to the paragraph beginning "NOW, THEREFORE, as security for the Obligations...."

WITNESSETH

WHEREAS, Safety-Kleen HoldCo., Inc. ("Holdings"), a Delaware corporation, Safety-Kleen Systems, Inc. ("Borrower"), the Lenders party thereto ("Lenders"), and JPMorgan Chase Bank, National Association, as administrative agent ("Administrative Agent"), have entered into a Credit Agreement, dated as of the date hereof (as amended, modified, extended, renewed, replaced, restated and/or supplemented from time to time, and including any agreement extending the maturity of, or refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed) of the then outstanding indebtedness under such agreement or any successor agreements, whether or not with the same agent, trustee, representative lenders or holders, the "Credit Agreement") providing for the making of Loans to the Borrower and the issuance of, and participation in, Letters of Credit for the account of Borrower, all as contemplated therein;

WHEREAS, Mortgagor desires to enter into this Mortgage to secure (and this Mortgage shall secure) all of the Obligations including, without limitation, the following:

(a) all obligations, indebtedness, and liabilities of Holdings and the Subsidiaries, or any one of them, to the Mortgagee and the Lenders arising pursuant to any of the Loan Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, including, without limitation, the obligation of Holdings or any Subsidiary to repay the Loans, the L/C Disbursements, interest on the Loans and L/C Disbursements, and all fees, costs, and expenses (including attorneys' fees and expenses) provided for in the Loan Documents;

(b) any and all sums advanced by the Mortgagee in order to preserve the Mortgaged Property or preserve its security interest in the Mortgaged Property; and

(c) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Mortgagor referred to in clause (a) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Mortgaged Property, or of any exercise by the Mortgagee of its rights hereunder, together with reasonable and invoiced attorneys' fees and court costs.

Section 2.3. Amendment to Credit Documents. All references in the Mortgages to "Credit Documents" are amended to read "Loan Documents".

Section 2.4. Amendment to Term Loan Commitments. All references in the First Lien Mortgage to "Term Loan Commitments" are amended to read "Commitments".

Section 2.5. Amendment to Revolving Commitments. All references in the Second Lien Mortgage to "Revolving Loan Commitments" are amended to read "Commitments".

Section 2.6. Amendment to RL Creditor Obligations. All references in the Second Lien Mortgage to "RL Creditor Obligations" are amended to read "Obligations".

Section 2.7. Amendment to CL Lenders. All references in the Second Lien Mortgage to "CL Lenders" are amended to read "Lenders".

Section 2.8. Amendment to Collateral Agent. All references in the Mortgages to "Collateral Agent" are amended to read "Administrative Agent".

Section 2.9. Amendment to Credit Party. All references in the Mortgages to "Credit Party" and "Credit Parties" are amended to read "Loan Party" or "Loan Parties", as applicable.

Section 2.10. Amendment to CL Letters of Credit. All references in the First Lien Mortgage to "CL Letters of Credit" are amended to read "Letters of Credit".

Section 2.11. Amendment to WC Letters of Credit. All references in the Second Lien Mortgage to "WC Letters of Credit" are amended to read "Letters of Credit".

Section 2.12. Amendment to Secured Creditors. All references in the Mortgages to "Secured Creditor" or "Secured Creditors" are amended to read "Secured Party" or "Secured Parties", as applicable.

Section 2.13. Deletion of Issuing Lenders. All references in the Mortgages to "Issuing Lenders" are deleted.

Section 2.14. Deletion of Junior Permitted Liens. All references in the Mortgages to "Junior Permitted Liens" are deleted.

Section 2.15. Deletion of Credit-Linked Commitments. All references in the Mortgages to "Credit-Linked Commitments" are deleted.

Section 2.16. Deletion of Credit-Linked Deposits. All references in the Mortgages to "Credit-Linked Deposits" are deleted.

Section 2.17. Deletion of Secured Hedging Agreements. All references in the Second Lien Mortgage to "Secured Hedging Agreements" are deleted.

Section 2.18. Deletion of Additional Secured Agreements. All references in the Second Lien Mortgage to "Additional Secured Agreements" are deleted.

Section 2.19. Amendment to Granting Clause. The paragraph immediately preceding Article I of each Mortgage is amended to read as follows:

PROVIDED, HOWEVER, that upon the date that all of the Obligations have been Fully Paid (the "Mortgage Termination Date") then, in such case the Mortgagee shall, at the request and expense of the Mortgagor, satisfy this Mortgage (without recourse and without any representations or warranties) and the estate, right, title and interest of the Mortgagee in the Mortgaged Property shall cease, and upon payment to the Mortgagee of all reasonable and invoiced costs and expenses incurred for the preparation of the release hereinafter referenced and all recording costs if allowed by law, the Mortgagee shall release this Mortgage and lien hereof by proper instrument.

Section 2.20. Amendment to Section 1.03. Section 1.03 of the Second Lien Mortgage is amended to read as follows:

1.03 Payment and Performance of Obligations. The Mortgagor shall pay all of the Obligations when due and payable in accordance with the Loan Documents,

without offset or counterclaim, and shall observe and comply in all respects with all of the terms, provisions, conditions, covenants and agreements to be observed and performed by it under this Mortgage and the other Loan Documents (collectively, the "Secured Debt Agreements").

Section 2.21. Amendment to Section 1.04. The reference to "Section 9.01(ii)" in Section 1.04 of each Mortgage is amended to read "Section 6.02".

Section 2.22. Amendment to Section 1.05. The reference to "Section 8.03" in Section 1.05 of each Mortgage is amended to read "Section 5.06". The reference to "Section 4.02(f)" in Section 1.05 of each Mortgage is amended to read "Section 2.18".

Section 2.23. Amendment to Section 1.07. The reference to "Section 4.02(f)" in Section 1.07 of each Mortgage is amended to read "Section 2.18".

Section 2.24. Amendment to Section 3.03(c). Clause (c) of Section 3.03 of each Mortgage is amended to read as follows:

(c) Any such reasonable and invoiced funds expended by the Mortgagee to take control of and manage the Mortgaged Property and collect the Rents shall become part of the Obligations secured hereby.

Section 2.25. Amendment to Section 4.01. Clause (i) of Section 4.01 of the Second Mortgage is amended to read as follows:

(i) an Event of Default (or similar term) under, and as defined in, the Credit Agreement; and

Section 2.26. Amendment to Section 4.04. Section 4.04 of each Mortgage is amended to read as follows:

4.04 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of, the Mortgaged Property (including, without limitation, the Secured Property) pursuant to this Mortgage (including all monies received in respect of post-petition interest) shall be applied by the Mortgagee (or the receiver if one is appointed) in accordance with Section 2.18 of the Credit Agreement. In furtherance of the foregoing, the terms of Section 2.18 of the Credit Agreement shall be deemed to be incorporated herein by reference mutatis mutandis, as if each reference therein to "Administrative Agent" were to the "Mortgagee (or the receiver, if one is appointed)".

Section 2.27. Amendment to Section 4.09. The last sentence of Section 4.09 of each Mortgage is amended to read as follows:

All of the reasonable costs and expenses described in this Section 4.09, and such reasonable expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the Lien of this Mortgage and the Mortgagee's security interest in the Mortgaged Property, including the reasonable and invoiced fees of any attorney engaged by the Mortgagee in any litigation or proceeding, including appellate proceedings, affecting this Mortgage or the Mortgaged Property (including, without limitation, the occupancy thereof or any construction work performed thereon), including probate and bankruptcy proceedings, or in preparation for the commencement or defense

of any proceeding or threatened suit or proceeding whether or not an action is actually commenced, shall be immediately due and payable by the Mortgagor in accordance with Section 10.03 of the Credit Agreement and shall be part of the Obligations secured by this Mortgage.

Section 2.28. Amendment to Section 4.10. Subclause (y) of Section 4.10(a) of the Mortgages is amended to read as follows:

(y) brought solely by an Affiliate of the Person to be indemnified; and provided, further, that indemnification with respect to taxes shall, except as set forth in Sections 4.10(b) and (c) hereof, be governed solely and exclusively by the Credit Agreement.

Section 2.29. Amendment to Section 6.03. Section 6.03 of each Mortgage is amended to read as follows:

6.03 Notices. All notices, requests, demands or other communications provided for hereunder shall be in writing and delivered in accordance with Section 10.01 of the Credit Agreement.

Section 2.30. Amendment to Section 6.05. Section 6.05 of each Mortgage is amended to read as follows:

6.05 Amendment. None of the terms and conditions of this Mortgage may be changed, waived, modified or varied in any manner whatsoever except in accordance with Section 10.02 of the Credit Agreement.

Section 2.31. Amendment to Section 6.15. Section 6.15 of each Mortgage is amended to read as follows:

6.15 The Mortgagee as Agent for the Secured Parties. It is expressly understood and agreed that the rights and obligations of the Mortgagee as holder of this Mortgage, the Mortgaged Property and interests therein and with respect to the disposition thereof, as Administrative Agent for the Secured Parties and otherwise under this Mortgage are only those expressly set forth in this Mortgage, Article 9 of the Credit Agreement, and in the Loan Documents. The Mortgagee shall act hereunder pursuant to the terms and conditions set forth herein, in Article 9 of the Credit Agreement, and in the Loan Documents, the terms of which shall be deemed incorporated herein by reference as fully as if the same were set forth herein in their entirety.

Section 2.32. Amendment to Section 6.19. Section 6.19 of each Mortgage is amended to read as follows:

6.19 Release. This Mortgage shall be released of record when all of the Obligations are Fully Paid and otherwise in accordance with Section 9.10 of the Credit Agreement.

Section 2.33. Deletion of Section 6.29. Section 6.29 of each Mortgage is amended to read as follows:

6.29 Additional State Provisions. In the event of any conflict between the terms and provisions contained in this Section 6.29 and the terms and provisions set forth

in the other Sections of this Mortgage, the terms and provisions of this Section 6.29 shall govern and control. Notwithstanding anything contained in this Mortgage to the contrary:

(a) The Obligations shall mature by their terms, absent earlier acceleration, on or before August 2, 2013.

(b) The term "Obligations" shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee or any other of the Secured Parties to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of this Mortgagor under the Mortgage, the Credit Agreement or the other Secured Debt Agreements. The obtaining of any judgment by Mortgagee (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Mortgaged Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

(c) To the extent necessary to interpret this Mortgage, the provisions of the Credit Agreement and Secured Debt Agreements are hereby incorporated by reference into this Mortgage with the same effect as if set forth herein. In the event that any such incorporated provisions of the Secured Debt Agreements are inconsistent with the provisions hereof, the provisions of the Secured Debt Agreements shall control to the extent of the inconsistency; provided, however, the provisions of this Mortgage shall control with respect to Indiana law and its regulation of the creation, perfection, enforcement or priority of a lien on or security interest in, and the warranties of title to real and personal property constituting, the Mortgaged Property.

(d) Mortgagee shall be entitled to all rights and remedies that a holder of a real estate mortgage would have under Indiana law or in equity in addition to all rights and remedies it may have under this Mortgage. Where any provision of this Mortgage or the other Secured Debt Agreements is inconsistent with any provision of Indiana law regulating the creation, perfection, enforcement or priority of a lien or security interest in real or personal property including, but not by way of limitation, Ind. Code 32-30-10 Mortgage Foreclosure Actions, Ind. Code 32-30-5 Receiverships, and Ind. Code 26-1-9.1 Uniform Commercial Code-Secured Transactions (the "UCC"), (such laws as amended, modified and/or recodified from time to time are collectively referred to herein as the "Applicable Law"), the provisions of Applicable Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with Applicable Law. Conversely, if any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon an Event of Default of the Mortgagor which is more limited than the rights that would otherwise be vested in Mortgagee under Applicable Law in the absence of said provision, Mortgagee shall be vested with the rights granted under Applicable Law to the fullest extent not prohibited by Applicable Law. Notwithstanding any

provision in this Mortgage relating to a power of sale or other provision for sale of the Mortgaged Property upon an Event of Default other than under a judicial proceeding, any sale of the Mortgaged Property pursuant to this Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC.

(e) Notwithstanding Section 6.29(d) above, to the extent the Applicable Law limits (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the remedies involving a power of sale on the part of Mortgagee and the right of Mortgagee to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the Applicable Law in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Mortgage.

(f) Anything contained in this Mortgage or the Secured Debt Agreements to the contrary notwithstanding, no waiver made by Mortgagor in this Mortgage or the Secured Debt Agreements shall constitute a waiver by Mortgagor of the time limitations on issuance of process set out in Ind. Code 32-29-7-3 or the consideration for or be deemed to be a waiver of or release by Mortgagee or any judgment holder of the Obligations as provided in Ind. Code 32-29-7-5 of the right to seek a deficiency judgment against the Mortgagor or any other person or entity who may be personally liable for the Obligations, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns.

(g) If an Event of Default shall occur under this Mortgage, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option pursuant to Applicable Law of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Mortgaged Property which is Secured Property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the UCC shall not apply).

(h) Without limiting the scope of the assignment of Rents contained in this Mortgage, the assignment of Rents shall constitute an assignment of rents as set forth in Ind. Code 32-21-4-2 and thereby creates a security interest in the Rents that will be perfected upon the recording of this Mortgage.

(i) Any receiver appointed under this Mortgage shall have all of the usual powers and duties of receivers pursuant to Applicable Law. Mortgagor hereby irrevocably consents to the appointment of such receiver and waives notice of any application therefore.

(j) Mortgagor hereby authorizes Mortgagee, to the extent permitted by Applicable Law, to file financing statements covering the security interest of Mortgagee in the personal property and Fixtures. It is intended that, as to the Fixtures, this Mortgage shall be effective as a continuously perfected financing statement filed as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of Lake County, Indiana, pursuant to Ind. Code 26-1-9.1-502 and 26-1-9.1-515. The information provided in this Section is provided in order that this Mortgage shall comply with the requirements of the UCC, for a Mortgage instrument to be filed as a financing statement. The Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage. The "Secured Party" is the Mortgagee and its name and mailing address from which information concerning the security interest granted herein may be obtained are as set forth in 6.03 of this Mortgage. A statement describing the portion of the Mortgaged Property comprising the Fixtures hereby secured is set forth in the granting clauses of this Mortgage. Mortgagor's organizational number as issued by the Delaware Secretary of State is 2140650.

(k) The lien and security interest of this Mortgage shall be released from the Mortgaged Property on the Mortgage Termination Date and Mortgagee, on the written request and at the expense of Mortgagor, will execute and deliver such proper instruments of release and satisfaction as may reasonably be requested to evidence such release. Any such instrument, when duly executed by Mortgagee and duly recorded by Mortgagor in the place where this Mortgage is recorded, shall conclusively evidence the release of this Mortgage; provided, however, any of the terms and provisions of this Mortgage that are intended to survive, shall nevertheless survive, to the extent permitted by applicable law, the release or satisfaction of this Mortgage whether voluntarily granted by Mortgagee, as a result of a judgment upon judicial foreclosure of this Mortgage or in the event a deed in lieu of foreclosure is granted by Mortgagor to Mortgagee.

(l) It is understood and agreed that neither this Mortgage nor the exercise by Mortgagee of any of its rights or remedies under this Mortgage shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the leases or rents or the use, occupancy, enjoyment or any portion of the Mortgaged Property, unless and until Mortgagee, in person or by agent, assumes actual possession thereof; provided, however, no appointment of a receiver for the Mortgaged Property by any court at the request of Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Mortgaged Property by such receiver, shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

(m) Notwithstanding anything contained in this Mortgage or the Secured Debt Agreements to the contrary, this Mortgage shall secure: (i) a maximum principal amount of \$500,000,000, exclusive of any items described in (ii) below, including any additional advances made from time to time after the date hereof pursuant to the other Secured Debt Agreements made as part and which constitute the Obligations as defined herein, made at the option of Mortgagee, made after a reduction to a zero (0) or other balance, or made

otherwise, (ii) all other amounts payable by Mortgagor, or advanced by Mortgagee for the account, or on behalf, of Mortgagor, pursuant to the Secured Debt Agreements, including amounts advanced with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums and other costs and impositions incurred for the protection of the Mortgaged Property to the same extent as if the future Obligations and advances were made on the date of execution of the Mortgage and which constitutes Obligations as defined herein; and (iii) future modifications, extensions, and renewals of any of the Secured Debt Agreements or Obligations by this Mortgage. Pursuant to Ind. Code 32-29-1-10, the lien of this Mortgage with respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that any such future advance, modification, extension, renewal may occur after the Mortgage is executed.

Section 2.34. Deletion of Section 6.30. Section 6.30 of the Second Lien Mortgage is deleted in its entirety.

ARTICLE 3.

Miscellaneous

Section 3.1. Continuation of Liens. This Modification is being executed and delivered for purposes of ratifying, confirming and modifying the Mortgages and all assignments, pledges, security interests and liens created or intended to be created thereunder (herein collectively referred to as the "Existing Liens"). All Existing Liens shall continue in full force and effect as security for the Obligations described in the Mortgages, as modified hereby. Notwithstanding the foregoing, in the event that all or any portion of the Obligations described in the Mortgages is not or cannot be secured by the Mortgages, it is understood and agreed that in consideration for Lenders' agreement to make financial accommodations to or for the benefit of the Mortgagor and for Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage and warrant to Mortgagee, for the benefit of the Secured Parties the Mortgaged Property to have and to hold together with all rights, hereditaments and appurtenances in any wise appertaining or belonging thereto, for as long as the Obligations are owing. This conveyance is given to secure the payment of the Obligations and all renewals, extensions, increases or other modifications thereof, or any part thereof. All of the provisions contained in the Mortgages, as modified by this Modification, are incorporated into the terms and provisions of this section.

Section 3.2. Ratifications. The terms and provisions set forth in this Modification shall modify and supersede all inconsistent terms and provisions set forth in the Mortgages. Mortgagor ratifies and confirms all of the terms and provisions of the Mortgages as modified hereby. Mortgagor agrees that the Mortgages as modified hereby shall continue to be legal, valid, binding and enforceable in accordance with their terms.

Section 3.3. Reference to Loan Documents. Each of the Loan Documents are hereby amended so that any reference in such Loan Documents to the Mortgages shall mean a reference to the Mortgages as modified hereby.

Section 3.4. Severability. Any provision of this Modification held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Modification and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 3.5. Applicable Law. The provisions of this Modification regarding the creation, perfection, and enforcement of the Liens granted in the Mortgaged Property shall be governed by and construed under the laws of the State in which the Mortgaged Property is located. All other provisions of this Modification shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to choice of law provisions.

Section 3.6. Counterparts. This Modification may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

Section 3.7. Headings. The headings, captions, and arrangements used in this Modification are for convenience only and shall not affect the interpretation of this Modification.

Section 3.8. Entire Agreement. This Modification embodies the final, entire agreement among the parties hereto relating to the subject matter of this modification and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this modification, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto.

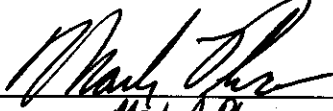
[Signature Page Follows]



IN WITNESS WHEREOF, this Modification is executed by the undersigned as of the date first written above.

MORTGAGOR:

SAFETY-KLEEN OIL RECOVERY CO.

By: 
Name: Mark A. Pharris
Title: Vice President

MORTGAGEE:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: 
Michael J. Lister, Managing Director



ACKNOWLEDGMENTS

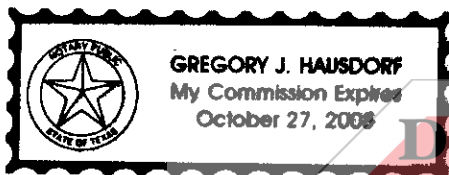
STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

Before me Gregory J. Hausdorf this 2nd day of August, 2006, Mark A. Pharis, the Vice President of SAFETY-KLEEN OIL RECOVERY CO., a Delaware corporation, acknowledged the execution of the annexed.

Gregory J. Hausdorf
Notary Public

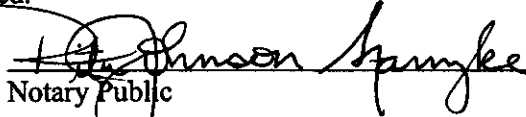
My Commission Expires:

10/27/2008



STATE OF Texas)
) SS.
COUNTY OF Dallas)

Before me Rita Johnson Manzke this 2nd day of August, 2006, Michael J. Lister, the Managing Director of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent, acknowledged the execution of the annexed.


Notary Public

My Commission Expires:



This instrument was prepared by:
Joseph Mathews, Esq.
Jenkins & Gilchrist, a Professional Corporation
1445 Ross Ave. Suite 3700
Dallas, Texas 75202

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Joseph Mathews

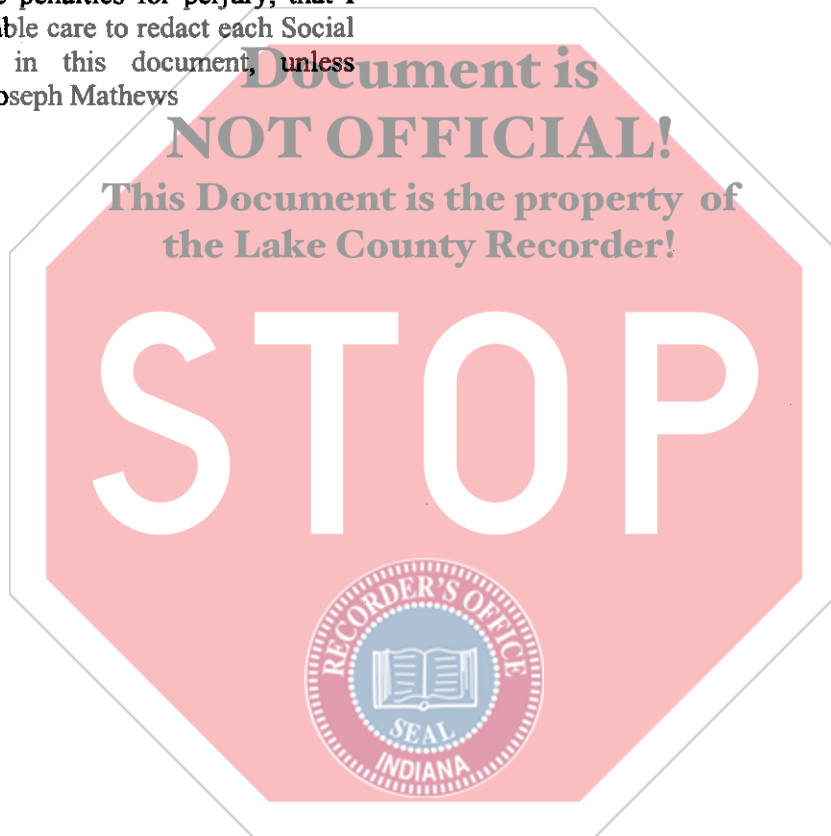


Exhibit "A"
to
First Modification of Mortgages

Real Property Description

[SEE ATTACHED]



Exhibit A
Legal Description

Legal Description: PARCEL I

Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Beginning at the point of intersection of a line parallel to and 100 feet North of the South line with a line parallel to and 1140.1 feet East of the West line of the Northeast Quarter of Section 20 aforesaid; thence North on last described line 621.34 feet; thence North-easterly on a curve tangent to last described line and convex to Northwest with a radius of 576.0 feet a distance of 316.26 feet to its intersection with the Southeastery line of the 66 foot right-of-way of Indiana Harbor Belt Railroad Company; thence Southwesterly along said right-of-way line 612.4 feet to a point of curve; thence South-westerly on a curve tangent to last mentioned line and convex to the Northwest with a radius of 522.47 feet a distance of 239.15 feet to its intersection with the centerline of vacated Indiana Boulevard; thence Southeastery along the centerline of said Blvd. 189.73 feet; thence deflecting to the left or East 10 degrees 49 minutes for a distance of 111.25 feet to its intersection with a line parallel to and 100 feet North of the South line of the Northeast Quarter of Section 20 aforesaid; and thence East on last described line 377.36 feet to the point of beginning.

PARCEL II

Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Beginning at the point of intersection of the East line of the 66 foot right-of-way of the Indiana Harbor Belt Railroad Company (said line being parallel to and 616 feet East of the West line of said Northeast Quarter) with a line parallel to and 1465.0 feet South of the North line of said Northeast Quarter (being also parallel to and 30 feet South of the South line of the 75 foot right-of-way of the South Chicago and Southern Railroad Company at this place); thence East on said parallel line 268.31 feet to a point of curve; thence North-easterly on curve tangent to parallel line and convex to Southeast with radius of 1038 feet a distance of 580.52 feet to its intersection with the Northwesterly line of the 66 foot right-of-way of the Indiana Harbor Belt Railroad Company at this point; thence Southwesterly on said Northwesterly right-of-way line 976.81 feet to point of curve; thence continuing along said right-of-way on curve tangent to said last described line and convex to Northwest with a radius of 588.47 feet a distance of 224.58 feet to its intersection with the Easterly line of a 66 foot right-of-way of the Indiana Harbor Belt Railroad at this point; thence Northerly on said Easterly line 84.0 feet to point of tangent in said right-of-way line and thence North on said tangent right-of-way line 645.72 feet to the point of beginning, EXCEPTING THEREFROM the portion lying Southwesterly of the centerline of vacated Indiana Boulevard.

PARCEL III

An irregular shaped parcel of land in the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

That portion of the 66 foot strip of land conveyed by the Columbian Canal and Improvement Company to E.C. Bak Railroad Company by deed dated June 4, 1901 and recorded October 25, 1901 in the Office of the Recorder of Lake County, Indiana, in Book 92, page 337 as Document No. 31333 lying between the centerline of Indiana Boulevard (vacated) and a line at right angles to the centerline of said 66 foot strip of land 851.02 feet, measured along said centerline, Southwesterly of a straight line (said straight line being the extension Easterly of the centerline of that portion of the public road (Riley Road) which is parallel to and 1327 feet Southerly of the North line of Section 20.



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601 Riley Road, East Chicago, IN
(Lake County)

PARCEL IV

An Irregular shaped parcel of land in the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, more particularly described as follows:

That portion of the 66 foot strip of land conveyed by the Calumet Canal and Improvement Company to E.C. Bekk Railroad Company by Deed dated June 4, 1901 and recorded October 23, 1901 in the Office of the Recorder of Lake County, Indiana, in Book 92, page 317, lying North-easterly of the North-easterly line of that part of said 66 foot strip conveyed by Indiana Harbor Belt Railroad Company to Associated Box Corporation by Deed dated June 3, 1948 and recorded June 23, 1948 in Deed Record 813, page 548, and lying South-westerly of a line at right angles to the centerline of said 66 foot strip of land 368.95 feet, measured along said centerline, South-westerly of a straight line (said straight line being the extension Easterly of the centerline of that portion of the public road (Riley Road)) which is parallel to and 1327 feet Southerly of the North line of Section 20.

PARCEL V

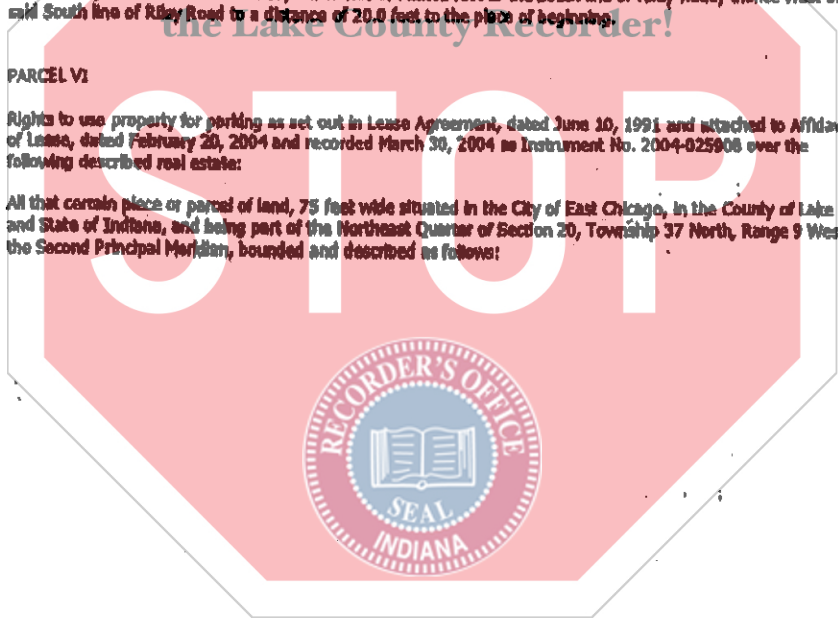
Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, more particularly described as follows:

Beginning at the point of intersection of a line that is 596 feet East of and parallel to the West line of the Northeast Quarter of Section 20 and the South line of Riley Road; thence South on the line previously described as being 596 feet East of and parallel to the West line of the Northeast Quarter of Section 20, a distance of 722.01 feet; thence South-westerly a distance of 67.34 feet to a point on a line 530 feet East of and parallel to the West line of the Northeast Quarter of said Section 20, said point being 772.01 feet South of the South line of Riley Road; thence South on the line previously described as being 530 feet East of and parallel to the West line of the Northeast Quarter of said Section 20, a distance of 407.74 feet to a point on a line which is 100 feet North of and parallel to the South line of the Northeast Quarter of said Section 20, said line being the North line of the 200 foot waterway deduced to the U.S.A.; thence East on said North line of said waterway a distance of 212.86 feet to the center line of Indiana Boulevard, now vacated; thence North-westerly on said centerline, which makes an interior angle of 62 degrees 58 minutes 30 seconds with the last described line, a distance of 111.25 feet; thence North on said center line which deflects 10 degrees 49 minutes to the right, a distance of 372.88 feet to a point on a line which is 616 feet East of and parallel to the West line of the Northeast Quarter of said Section 20; thence North on the line previously described as being 616 feet East of and parallel to the West line of the Northeast Quarter of said Section 20, a distance of 722.01 feet to the South line of Riley Road; thence West on said South line of Riley Road to a distance of 20.0 feet to the place of beginning.

PARCEL VI

Rights to use property for parking as set out in Lease Agreement, dated June 10, 1991 and attached to Affidavit of Lease, dated February 20, 2004 and recorded March 30, 2004 as Instrument No. 2004-025908 over the following described real estate:

All that certain place or parcel of land, 75 feet wide situated in the City of East Chicago, in the County of Lake and State of Indiana, and being part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, bounded and described as follows:



Beginning at a point where an Easterly line of land now or formerly of the Northern Indiana Public Service Company meets the Southerly line of Riley Road, 66 feet wide and at the distance of 616.02 feet measured South 88 degrees 59 minutes East along the said Southerly line of Riley Road from the point of meeting with the middle line of Indianapolis Boulevard, 90 feet wide, which is coincident with the line dividing the Northeast Quarter from the Northwest Quarter both of Section 28, the said last mentioned point being at the distance of 1366 feet measured Southwardly along the said middle line of Indianapolis Boulevard, which is coincident with the said line dividing the Northeast Quarter from the Northwest Quarter both of Section 28, from a point at the Northwest corner of the Northeast Quarter of Section 28, extending from the said beginning point the following 6 courses and distances: The first 2 thereof being along the said Southerly line of Riley Road: (1) South 88 degrees 59 minutes East 267.24 feet to a point; (2) Eastwardly, having the said last described course as a tangent on a curve to the left having a radius of 933 feet, the chord of said curve having a bearing of North 72 degrees 23 minutes 32 seconds East for a length of 601.06 feet, an arc length of 611.19 feet to a point; (3) Departing from the said Southerly line of Riley Road South 36 degrees 33 minutes 37 seconds East by land of the South Chicago and Southern Railroad Company 75 feet to a point in a Northerly line of land of the Indiana Harbor Belt Railroad Company; the following 2 courses and distances being along the said Northerly line of the last mentioned land on a line parallel with and distance 75 feet measured Southwardly, namely and at right angles from the Southerly line of Riley Road; (4) Westwardly on a curve to the right having a radius of 1806 feet, the chord of said curve having a bearing of South 72 degrees 13 minutes 32 seconds West for a length of 648.39 feet, an arc length of 661.19 feet, to a point; (5) North 88 degrees 59 minutes West, tangential to the said last described curve, 265.91 feet to a point at a corner of the said last mentioned land and in the Easterly line of the said land now or formerly of the Northern Indiana Public Service Company; and thence (6) due North along the said Easterly line of the last mentioned land, 75 feet to the Place of Beginning, except the portion conveyed to Amoco Oil Company in Trustee's Deed recorded March 28, 1964 as Document No. 750633.

