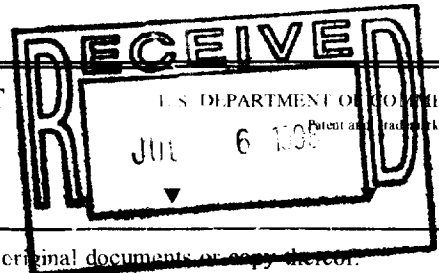


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): LES, INC.

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State (Delaware)

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Toronoto Dominion (Texas), Inc., as General Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 909 Fannin Street

City: Houston State: Texas ZIP: 77010

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware corporation

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger

Security Agreement               Change of Name

Other \_\_\_\_\_

Execution Date: April 3, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) See attached Schedule 6

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$190

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

07/06/1998 BBNTH 00000008 1520147

DO NOT USE THIS SPACE

FC-401 40.00 OP  
FC-402 150.00 OP

I, the undersigned, declare under penalty of perjury that the foregoing is true and correct. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori E. Lesser, Esq.                      [Signature]                      7/2/98

Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet:  

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1810 FRAME: 0062

**CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET**

**1. Name of conveying party(ies):**

LAIDLAW ENVIRONMENTAL SERVICES, INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (US), INC. (DE Corporation)

LES MERGER, INC. (DE Corporation)

LES ACQUISITION, INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF ILLINOIS, INC. (IL Corporation)

GSX CHEMICAL SERVICES OF OHIO, INC. (OH Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (BDT), INC. (NY Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (FS), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (GS), INC. (TN Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF CHATTANOOGA, INC. (TN Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF WHITE CASTLE, INC. (CO Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (RECOVERY), INC. (LA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TS), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (IMPERIAL VALLEY), INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (LOKERN), INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF CALIFORNIA, INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF SOUTH CAROLINA, INC. (SC Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (NORTH EAST), INC. (NH Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TES), INC. (TX Corporation)

LAIDLAW CHEMICAL SERVICES, INC. (MA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TOC), INC. (SC Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TG), INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (ALTAIR), INC. (TX Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (WT), INC. (OH Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF BARTOW, INC. (FL Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (THERMAL TREATMENT), INC. (DE Corporation)

LEMC, INC. (DE Corporation)

LAIDLAW OSCO HOLDINGS, INC. (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF NASHVILLE, INC. (TN Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (CLIVE), INC. (OK Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (LONE AND GRASSY MOUNTAIN), INC. (OK Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TULSA), INC. (OK Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (SAN ANTONIO), INC. (TX Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (WICHITA), INC. (KS Corporation)

LAIDLAW ENVIRONMENTAL SERVICES OF DELAWARE, INC. (DE Corporation)

CORSAN TRUCKING, INC. (LA Corporation)

USPCI, INC. OF GEORGIA (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (SAN JOSE), INC. (CA Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (SAWYER), INC. (OK Corporation)

CHEMCLEAR, INC. OF LOS ANGELES (DE Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (ROSEMOUNT), INC. (MN Corporation)

LES HOLDING'S, INC. (DE Corporation)

EAST CARBON DEVELOPMENT FINANCIAL PARTNERS, INC. (UT Corporation)

LAIDLAW ENVIRONMENTAL SERVICES (TUCKER), INC. (GA Corporation)

NINTH STREET PROPERTIES, INC. (MO Corporation)

LIDLAW ENVIRONMENTAL SERVICES (MT. PLEASANT), INC. (TN Corporation)

LIDLAW ENVIRONMENTAL SERVICES (DEER TRAIL), INC. (CO Corporation)

LIDLAW ENVIRONMENTAL SERVICES (MINNEAPOLIS), INC. (MN Corporation)

LIDLAW ENVIRONMENTAL SERVICES (LOS ANGELES), INC. (CA Corporation)

LIDLAW ENVIRONMENTAL SERVICES (BATON ROUGE), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (PLAQUEMINE), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (BRIDGEPORT), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (DEER PARK), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (TIPTON), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL, INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (SUSSEX), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (GLOUCESTER), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (CUSTOM TRANSPORT), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES (ARAGONITE), INC. (DE Corporation)

LIDLAW ENVIRONMENTAL SERVICES DE MEXICO, S.A. DE C.V.

LIDLAW ENVIRONMENTAL SERVICES (PUERTO RICO), INC. (Puerto Rico Corporation)

PATENTS, COPYRIGHTS & TRADEMARKS

NUMBER	COUNTRY	ISSUED	TITLE	ASSIGNEE	MANAGED BY	CURR REG EXP	NEXT MAINTENANCE	NOTES
401,056	Canada	Applied for	"ENCORE" Trademark	Landlaw Inc				
1,520,147	US		"Accupak" Service Mark	USPCI7				
1,561,373	US		"HRI" Service Marks	USPCI7				
1,628,856	US		"MUST" Service Mark	USPCI7				
1,700,854	US		"SAFEWASTE" Service Mark	USPCI7				
1,894,484	US		"IRANSCORE" Service Mark	USPCI7				
1,908,234	US		"IPM" Trademark	USPCI7				
2,052,342	US		"The Generator's Journal" Trademark	IPM, Inc of Georgia				
2,092,741	Canada		"Trans End" Copyright	IPM, Inc of Georgia				
4,186,605	Japan		Improvements in Vapor Solvent Decontam PCB Transformer C	PPM, Inc of Georgia				related to US #4,983,222
4,373,958	US	6-24-92	"RES" and Design Trademark/Service Mark	PPM, Inc of Georgia				Has 20 year license - uncontested
4,464,081	US	01-10-89	"APTUS" Trademark/Service Mark	RE-SI		1/10/09		
4,530,292	US	10/17/89	"Trans End" Service Mark	Aptus, Inc		10/17/99		
4,637,928	US	12/18/90	"TES" Service Mark	PPM, Inc of Georgia				
4,913,165	US	05/16/95	"Earth Academy" Name Trademark/Service Mark	TES?		7/14/02		
4,983,222	US	08/01/95	"Earth Academy" Logo Trademark/Service Mark	LESI		5/16/05		
5,008,266	US	08/01/95	"Rolls Environmental Services" Trademark/Service Mark	LESI		8/16/05		
5,040,900	US	04/15/97	Improvements in Vapor Solvent Decontam PCB Transformer C	RESI		4/15/07		
5,040,973	US	05-14-92	Improvements in Vapor Solvent Decontam PCB Transformer C	PPM, Inc of Georgia				related to US #4,983,222
5,091,157	US	07-03-96	Improvements in Vapor Solvent Decontam PCB Transformer C	PPM, Inc of Georgia				related to US #4,983,222
5,190,406	US	08/07/84	Road Base Stabilization Method Using Lime Kiln Dust	RESI		8/7/01		17 Year Expiration 8/01
5,190,670	US		Process and Structure for Storing and Isolating Hazardous					
5,228,368	US		Treatment of Acidic Organic and Alkaline Inorganic Wastes					
5,238,401	US	7-24-91	Method and Apparatus for Neutralizing Reactive Materials	BDT?				
5,264,078	US	10/8/91	Improved Sludge Stabilizing Method and Apparatus	U.S. Poll Contr		Jan 98		
5,301,621	US	4/23/91	Method for In Situ Contaminant Extraction From Soil	PPM, Inc of Georgia				
5,353,722	US	08/20/91	Sludge Stabilizing Method and Apparatus	Solvent Services Inhouse				
5,369,511	US	08/20/91	Rotary Reactor and Lifter Assembly	Biebel & French		2/20/99		
5,369,511	US	2/25/92	Recycle Conduit Insulation Assembly	Biebel & French		2/20/99		
5,427,037	US	6/13/91	Cationic Treatment Landfill	Thompson, Hine & Flory		2/28/97		
5,427,037	US	06/24/93	Fixation and Utilization of Ash Residue from the Incineration	Thompson, Hine & Flory		9/2/00		
5,427,037	US	07/20/93	Kiln Control for Incinerating Waste	Biebel & French		9/23/00		
5,439,472	US	11/23/93	Apparatus and Method for Spray Drying Solids Laden High	Inhouse		12/0/01		
5,565,626	US	04/12/94	Slag Viscosity Control by Image Analysis of Dripping Slag w/	Aptus, Inc		2/24/01		
		01/11/94	Preventive Slag Viscosity Control by Detection of Alkali Meta	Inhouse		5/23/01		
		11/01/94	Apparatus and Method for Spray Drying Solids-Laden High	Inhouse		10/12/01		
		02/14/95	Cutoff Wall System to Isolate Contaminated Soil	RESI		4/11/02		
		06/27/95	Methods and Apparatus Using Relative Power Factor in Incl	RESI		5/1/98		
		08/27/96	Control of Protective Layer Thickness in Kilns by Utilizing Tw	RESI		8/14/98		
		10-22-96	Incineration Kiln Devices and Methods of Protecting the Sa	RESI		12/27/98		
0130773	EPO	06/25/84	Installation and Method for Containing Hazardous Waste	RESI		8/27/00		
4,244,310	Japan	8/20/92	Fixation and Utilization of Ash Residue from the Incineration	RESI		6/25/04		Pay Annual Renewal Fr/Gt/UK 6,25-99 (98 paid 2/98 \$2,075)
2,062,818-9	Canada	01-22-93	Recycle Conduit Insulation Assembly	LES (Sawyer)		8/20/99		related to US #5,196,620
2,063,387-5	Canada	1-22-93	Rotary Reactor and Lifter Assembly	RES (TX)		4/28/98		Request Examination by 4/98
2,074,136-6	Canada	6-12-92	Fixation and Utilization of Ash Residue from the Incineration	RES (TX)		4/28-98		Request Examination by 4/98
				LES (Sawyer)		6/20/99		Pay Ann Tax 6/98, Request Exam 6/99
								related to US #5,196,620

Note: "HUSI/F" Servicemark Application abandoned  
 TM was previously registered & application was contested

R.V.I.F.S.PATENT (in Excel format)  
 Updated 3-16-98.ca

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AMENDED AND RESTATED  
GUARANTEE AND COLLATERAL AGREEMENT

made by

LES, INC.

LIDLAW ENVIRONMENTAL SERVICES, INC.

and certain of its Subsidiaries

in favor of

TORONTO DOMINION (TEXAS), INC.  
as General Administrative Agent

Dated as of April 3, 1998

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## ANNEXES

Annex 1	Assumption Agreement
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AMENDED AND RESTATED  
GUARANTEE AND COLLATERAL AGREEMENT

AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT, dated as of April 3, 1998 (amending and restating the Guarantee and Collateral Agreement, dated as of May 15, 1997), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of TORONTO DOMINION (TEXAS), INC., as General Administrative Agent (in such capacity, the "General Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of April 3, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LES, INC., a Delaware corporation (the "Company"), LAIDLAW ENVIRONMENTAL SERVICES (CANADA) LTD. (the "Canadian Borrower"; together with the Company, the "Borrowers"), the Lenders, the General Administrative Agent, The Toronto-Dominion Bank, as Canadian Administrative Agent, TD Securities (USA) Inc., as Arranger, The Bank of Nova Scotia, NationsBank, N.A., The First National Bank of Chicago and Wachovia Bank, N.A., as Managing Agents, The Bank of Nova Scotia and The First National Bank of Chicago, as Co-Documentation Agents, and NationsBank, N.A., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, the Borrowers entered into the Credit Agreement, dated as of May 15, 1997 (the "Existing Credit Agreement"), with the General Administrative Agent, the Canadian Administrative Agent, the Arranger, certain of the Managing Agents, the Syndication Agent and the banks and other financial institutions from time to time parties thereto;

WHEREAS, in connection with the Existing Credit Agreement, the Borrowers have executed the Guarantee and Collateral Agreement, dated as of May 15, 1997 (the "Existing Collateral Agreement"), in favor of the General Administrative Agent for the ratable benefit of the lenders under the Existing Credit Agreement, as the same may be amended, supplemented or otherwise modified from time to time;

WHEREAS, the Borrowers, the Agent and the Lenders have entered into the Credit Agreement to amend and restate the Existing Credit Agreement;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to provide for financing of the Exchange Offer and the Merger (each as defined in the Credit Agreement) and related costs and expenses, and for the refinancing of certain existing indebtedness of Safety-Kleen Corp.;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement, the Exchange Offer and the Merger; and

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective Extensions of Credit to the Borrowers under the Credit Agreement, for the parties hereto to amend and restate the Existing Collateral Agreement in order to confirm and continue the provision of the collateral security to secure the due and prompt payment and performance of all the Borrowers' obligations now or hereafter arising under or referred to in the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the General Administrative Agent and the Lenders to enter into the Credit Agreement and the Working Capital Lender to enter into the Working Capital Facility and to induce the Lenders and the Working Capital Lender to make their respective extensions of credit to the Borrowers thereunder, the parties hereto agree that the Existing Collateral Agreement is hereby amended and restated in its entirety as follows:

## SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Amended and Restated Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans, Reimbursement Obligations, Acceptance Reimbursement Obligations and Acceptance Notes, the Company's guarantee obligations under Section 13 of the Credit Agreement and all other obligations and liabilities of the Borrowers (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans, Reimbursement Obligations, Acceptance Reimbursement Obligations and Acceptance Notes and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the General Administrative Agent or any Lender (or, in the case of any Hedging Agreement referred to below, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit or any Hedging Agreement entered into by any Borrower with any Person which, at the time such Hedging Agreement is entered into, is a Lender (or any Affiliate of any Lender) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, guarantee obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the General Administrative Agent or to the Lenders that are required to be paid by any Borrower pursuant to the terms of any of the foregoing agreements).

**"California Bonds"**: the 6.70% California Pollution Control Financing Authority Pollution Control Refunding Revenue Bonds 1997 Series A due July 1, 2007 in the aggregate principal amount of \$19,500,000.

**"Collateral"**: as defined in Section 3.

**"Collateral Account"**: any collateral account established by the General Administrative Agent as provided in Section 6.1 or 6.4.

**"Contracts"**: the contracts and agreements listed in Schedule 7, as the same may be amended, supplemented or otherwise modified from time to time, including, without limitation, (i) all rights of any Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of any Grantor to damages arising thereunder and (iii) all rights of any Grantor to perform and to exercise all remedies thereunder.

**"Copyrights"**: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

**"Copyright Licenses"**: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

**"General Intangibles"**: all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

**"Guarantor Obligations"**: with respect to any Guarantor, the collective reference to (i) the Borrower Obligations, (ii) the Working Capital Obligations and (iii) all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the General Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

**"Guarantors"**: the collective reference to each Grantor other than the Company.

**"Holdings"**: Laidlaw Environmental Services, Inc. (formerly known as Rollins Environmental Services, Inc.), a Delaware corporation.

**"Intellectual Property"**: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

**"Intercompany Note"**: any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

**"Investment Property"**: the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC on the date hereof and (ii) whether or not constituting "investment property" as so defined, all Pledged Securities.

**"Issuers"**: the collective reference to each issuer of a Pledged Security.

**"Lenders"**: as defined in the preambles to this Agreement and including, unless the context otherwise requires, each Affiliate of any Lender that has entered into any Hedging Agreement with either Borrower.

**"New York UCC"**: the Uniform Commercial Code as from time to time in effect in the State of New York.

**"Obligations"**: (i) in the case of the Company, the Borrower Obligations and the Working Capital Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

**"Patents"**: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

**"Patent License"**: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

**"Pledged Notes"**: all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

**"Pledged Securities"**: the collective reference to the Pledged Notes and the Pledged Stock.

**"Pledged Stock"**: the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person (other than each of ECDC East, L.C., ECDC Services, L.C., OSCO Treatment Systems of Mississippi, Inc., USPCI of Mississippi, Inc., so long as such entity is not, directly or indirectly, a wholly-owned subsidiary of Holdings or the Company) that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

**"Proceeds"**: all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

**"Receivable"**: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

**"Securities Act"**: the Securities Act of 1933, as amended.

**"Subsidiary Guarantor"**: each of the Guarantors other than Holdings.

**"Trademarks"**: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

**"Trademark License"**: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

**"Utah Bonds"**: the 7.55% Tooele County, Utah, Pollution Control Refunding Revenue Bonds 1997 Series A due July 1, 2007 in the aggregate principal amount of \$45,700,000.

**"Westinghouse Debt Agreement"**: the collective reference to (i) the Promissory Note, dated May 15, 1997 made by Holdings to Westinghouse Electric Corporation in the initial principal amount of \$60,000,000 and (ii) the Stock Purchase Agreement, dated as of March 7, 1990, as amended, between Holdings and Westinghouse Electric Corporation.

**"Working Capital Facility"**: the working capital credit facility evidenced by the letter agreement, dated as of March 31, 1998, between NationsBank of Texas, N.A., as lender, and the Company, as borrower, as the same may be amended, modified, supplemented, restated or replaced (but not increased) from time to time; provided that, after giving effect to each such amendment, modification, supplement, restatement or replacement, such working capital credit facility shall be permitted under the Credit Agreement.

**"Working Capital Lender"**: NationsBank of Texas, N.A., as lender, under the Working Capital Facility, and any Person that is a Lender under the Credit Agreement and that replaces NationsBank, N.A. under the Working Capital Facility.

**"Working Capital Obligations"**: all of the obligations, liabilities and indebtedness of the Company (including, without limitation, interest accruing at the then applicable rate provided in the Working Capital Facility after the maturity of the extensions of credit thereunder and interest accruing at the then applicable rate provided in the Working Capital Facility after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Company, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Working Capital Lender whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Working Capital Facility or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, guarantee obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Working Capital Lender that are required to be paid by any Borrower pursuant to the terms of any of the foregoing agreements).

1.2 Other Definitional Provisions. (a) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

## SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the General Administrative Agent, for the ratable benefit of the Lenders and the Working Capital Lender and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations and the Working Capital Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations or the Working Capital Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the General Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the Working Capital Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrowers may be free from any Borrower Obligations or the Working Capital Obligations.

(e) No payment made by either Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the General Administrative Agent or any Lender from either Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations or the Working Capital Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or the Working Capital Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations and the Working Capital Obligations), remain liable for the Borrower Obligations and the Working Capital Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations and the Working Capital Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the General Administrative Agent and the Lenders, and



each Subsidiary Guarantor shall remain liable to the General Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the General Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the General Administrative Agent or any Lender against either Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the General Administrative Agent or any Lender for the payment of the Borrower Obligations or the Working Capital Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from either Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the General Administrative Agent and the Lenders by the Borrowers on account of the Borrower Obligations and the Working Capital Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations and the Working Capital Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the General Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the General Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the General Administrative Agent, if required), to be applied against the Borrower Obligations and the Working Capital Obligations, whether matured or unmatured, in such order as the General Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations or the Working Capital Obligations made by the General Administrative Agent or any Lender may be rescinded by the General Administrative Agent or such Lender and any of the Borrower Obligations or the Working Capital Obligations continued, and the Borrower Obligations or the Working Capital Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the General Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the General Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the General Administrative Agent or any Lender for the payment of the Borrower Obligations or the Working Capital Obligations may be sold, exchanged, waived, surrendered or released. Neither the General Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or the Working Capital Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations or the Working Capital Obligations and notice of or proof of reliance by the General Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this

Section 2; the Borrower Obligations and the Working Capital Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between either Borrower and any of the Guarantors, on the one hand, and the General Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon either Borrower or any of the Guarantors with respect to the Borrower Obligations or the Working Capital Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or the Working Capital Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the General Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by either Borrower or any other Person against the General Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of either Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of either Borrower for the Borrower Obligations or the Working Capital Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the General Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against either Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or the Working Capital Obligations or any right of offset with respect thereto, and any failure by the General Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from either Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of either Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the General Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations or the Working Capital Obligations is rescinded or must otherwise be restored or returned by the General Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of either Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, either Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the General Administrative Agent without set-off or counterclaim in U.S. Dollars at the office of the General Administrative Agent referred to in Section 14.2 of the Credit Agreement.

### SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the General Administrative Agent, and hereby grants to the General Administrative Agent, for the ratable benefit of the Lenders and the Working Capital Lender, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Pledged Securities;
- (k) all Investment Property;
- (l) all books and records pertaining to the Collateral; and

(m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

### SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the General Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby represents and warrants to the General Administrative Agent and each Lender that:

4.1 Representations in Credit Agreement; Holdings Representations. (a) In the case of each Guarantor, the representations and warranties set forth in Section 7 of the Credit Agreement as

they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the General Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to a Borrower's knowledge shall, for the purposes of this Section 4.1(a), be deemed to be a reference to such Guarantor's knowledge.

(b) In the case of Holdings:

(i) Holdings (w) is duly organized, validly existing and in good standing under the laws of the State of Delaware, (x) has the corporate power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (y) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (z) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Holdings has the corporate power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and has taken all necessary corporate action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of the Loan Documents to which Holdings is a party. This Agreement has been, and each other Loan Document to which it is a party will be, duly executed and delivered on behalf of Holdings. This Agreement constitutes, and each other Loan Document to which it is a party when executed and delivered will constitute, a legal, valid and binding obligation of Holdings enforceable against Holdings in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(iii) The execution, delivery and performance of the Loan Documents to which Holdings is a party will not violate any Requirement of Law or Contractual Obligation of Holdings or of any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation (other than pursuant to this Agreement).

(iv) No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Holdings, threatened by or against Holdings or any of its Subsidiaries or against any of its or their respective properties or revenues (x) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (y) which could reasonably be expected to have a Material Adverse Effect.

(v) Holdings has no material assets other than the stock of the Company.

4.2 Title; No Other Liens. Except for the security interest granted to the General Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the General Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.3 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the General Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the General Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for (i) unrecorded Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law and (ii) Liens described on Schedule 8.

4.4 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.5 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 Pledged Securities. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor (or, in the case of any Issuer that is a Foreign Subsidiary, if less, 65% of the issued and outstanding shares of Capital Stock of such Issuer).

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.8 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the General Administrative Agent.

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.9 Contracts. (a) No consent of any party (other than such Grantor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement.

(b) Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature.

(d) Neither such Grantor nor (to the best of such Grantor's knowledge) any of the other parties to the Contracts is in default in the performance or observance of any of the terms thereof in any manner that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(e) The right, title and interest of such Grantor in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(f) Such Grantor has delivered to the Administrative Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto.

(g) No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(h) None of the parties to any Contract is a Governmental Authority.

4.10 Intellectual Property. (a) Schedule 6 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

## SECTION 5. COVENANTS

Each Grantor covenants and agrees with the General Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the General Administrative Agent, duly indorsed in a manner satisfactory to the General Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.3 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the General Administrative Agent and (ii) insuring such Grantor, the General Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the General Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the General Administrative Agent of written notice thereof, (ii) name the General Administrative Agent as insured party or joint loss payee, (iii) if reasonably requested by the General Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the General Administrative Agent.

(c) The Company shall deliver to the General Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance during the month of April in each calendar year and such supplemental reports with respect thereto as the General Administrative Agent may from time to time reasonably request.

5.4 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.5 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the General Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the General Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the General Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the General Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

5.6 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the General Administrative Agent and delivery to the General Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the General Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;

(ii) change the location of its chief executive office or sole place of business from that referred to in Section 4.4; or



(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the General Administrative Agent in connection with this Agreement would become misleading.

5.7 Notices. Such Grantor will advise the General Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the General Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.8 Pledged Securities. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the General Administrative Agent and the Lenders, hold the same in trust for the General Administrative Agent and the Lenders and deliver the same forthwith to the General Administrative Agent in the exact form received, duly indorsed by such Grantor to the General Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the General Administrative Agent so requests, signature guaranteed, to be held by the General Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Pledged Securities upon the liquidation or dissolution of any Issuer shall be paid over to the General Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Securities or any property shall be distributed upon or with respect to the Pledged Securities pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the General Administrative Agent, be delivered to the General Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged Securities shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the General Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations. Notwithstanding anything to the contrary contained herein, in no event shall any Grantor be required to pledge more than 65% of the outstanding Capital Stock of any Foreign Subsidiary.

(b) Without the prior written consent of the General Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof (except pursuant to a transaction expressly permitted by the

Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the General Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the General Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it.

5.9 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the General Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

(c) If at any time the aggregate amount owing on all Accounts of all Grantors as to which a Governmental Authority is an obligor (collectively, "Total Government Accounts"), exceeds 10% (or, if an Event of Default shall have occurred and be continuing, 5%) of the aggregate amount owing on all Accounts of all Grantors (collectively, "Total Accounts"), such Grantor shall, if requested by the General Administrative Agent, at such Grantor's sole cost and expense, from and after the date on which such aggregate amount first exceeds such percentage (regardless of whether the aggregate amount owing on the Total Government Accounts shall equal less than 10% (or 5%, as the case may be) of the aggregate amount owing on the Total Accounts at any subsequent time), deliver to the General Administrative Agent such assignments, notices of assignment and other documents or information as shall be necessary or otherwise requested by the General Administrative Agent to permit the assignment hereunder of all Accounts as to which a Governmental Authority is an obligor pursuant to all applicable Requirements of Law (including, without limitation, the Assignment of Claims Act of 1940, as amended).

5.10 Contracts. (a) Such Grantor will perform and comply in all material respects with all its obligations under the Contracts.

(b) Such Grantor will not amend, modify, terminate or waive any provision of any Contract in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral.

(c) Such Grantor will exercise promptly and diligently each and every material right which it may have under each Contract (other than any right of termination).

(d) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any Contract that questions the validity or enforceability of such Contract.

5.11 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the General Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the General Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the General Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the General Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the General Administrative Agent may request to evidence the General Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the General Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.12 Special Covenants of Holdings. Holdings hereby covenants and agrees that:

(a) The terms of each of subsections 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9 and 9.10 of the Credit Agreement shall apply to Holdings, mutatis mutandis, to the same extent as if the references to a Borrower therein were references to Holdings, and Holdings will perform and satisfy all such covenants as so applied to it.

(b) Holdings shall take, or shall refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in Section 9 or 10 of the Credit Agreement, and so that no Default or Event of Default, is caused by any act or failure to act of Holdings.

(c) Holdings shall not incur any Indebtedness or Guarantee Obligations, or make any investments in, or loans or advances to any Person, or merge or consolidate with any Person, or conduct, transact or otherwise engage, or commit to transact, conduct or otherwise engage, in any business or operations other than (i) the ownership of the capital stock of the Company and the exercise of rights and performance of obligations in connection therewith, (ii) the entry into, and exercise of rights and performance of obligations in respect of, this Agreement, the Seller Note, the California Bonds, Utah Bonds, the Westinghouse Debt Agreement, the Stock Purchase Agreement, equity subscription agreements, registration rights agreements, voting and other stockholder agreements, engagement letters, underwriting agreements and other agreements in respect of its equity securities or any offering, issuance or sale thereof, (iii) the offering, issuance and sale of its equity securities to the extent such offering, issuance or sale does not constitute a Change of Control or would be otherwise inconsistent with the provisions of the Credit Agreement, (iv) the entry into, and exercise of rights and performance of obligations in respect of, indentures, engagement letters, underwriting agreements and other agreements in respect of Indebtedness permitted under clause (iii) above or any offering, issuance or sale thereof, and the offering, issuance and sale of its debt securities representing such Indebtedness, (v) the incurrence of Guarantee Obligations in the ordinary course of business in respect of the obligations of the Company and its Subsidiaries incurred in the ordinary course of business, (vi) the filing of registration statements, and compliance with applicable reporting and other obligations, under federal, state or other securities laws, (vii) the listing of its equity securities and compliance with applicable reporting and other obligations in connection therewith, (viii) the retention of transfer agents, private placement agents,

underwriters, counsel, accountants and other advisors and consultants, (ix) the performance of obligations under and in compliance with its certificate of incorporation and by-laws, or any applicable law, ordinance, regulation, rule, order, judgment, decree or permit, including, without limitation, as a result of or in connection with the activities of the Company, (x) the incurrence and payment of any taxes for which it may be liable and (xi) other activities directly related to the foregoing.

(d) Holdings shall not (i) amend the subordination provisions of the Seller Note or the Westinghouse Debt Agreement or (ii) pay cash interest on the Seller Note prior to the second anniversary of the Closing Date.

## SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The General Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the General Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the General Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the General Administrative Agent to furnish to the General Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The General Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the General Administrative Agent's direction and control, and the General Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the General Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the General Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the General Administrative Agent, subject to withdrawal by the General Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the General Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the General Administrative Agent's request, each Grantor shall deliver to the General Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The General Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables and parties to the Contracts to verify with them to the General Administrative Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the General Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the General Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the General Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and the Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the General Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the General Administrative Agent or any Lender of any payment relating thereto, nor shall the General Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the General Administrative Agent shall have given notice to the relevant Grantor of the General Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the General Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the General Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the General Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in such order as the General Administrative Agent may determine, and (ii) any or all of the Pledged Securities shall be registered in the name of the General Administrative Agent or its nominee, and the General Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the General Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other

designated agency upon such terms and conditions as the General Administrative Agent may determine), all without liability except to account for property actually received by it, but the General Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the General Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the General Administrative Agent.

6.4 Proceeds to be Turned Over To General Administrative Agent. In addition to the rights of the General Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the General Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the General Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the General Administrative Agent, if required). All Proceeds received by the General Administrative Agent hereunder shall be held by the General Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the General Administrative Agent in a Collateral Account (or by such Grantor in trust for the General Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Company and the General Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the General Administrative Agent's election, the General Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in such order as the General Administrative Agent may elect, and any part of such funds which the General Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the General Administrative Agent to the Company or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit or Acceptance Notes shall be outstanding and the Commitments shall have terminated shall be paid over to the Company or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the General Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the General Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon

the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the General Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The General Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the General Administrative Agent's request, to assemble the Collateral and make it available to the General Administrative Agent at places which the General Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The General Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the General Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the General Administrative Agent may elect, and only after such application and after the payment by the General Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the General Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the General Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

**6.7 Registration Rights.** (a) If the General Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the General Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the General Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the General Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the General Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the General Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the



Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The General Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the General Administrative Agent and the Lenders, that the General Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the General Administrative Agent or any Lender to collect such deficiency.

## SECTION 7. THE GENERAL ADMINISTRATIVE AGENT

7.1 General Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the General Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the General Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the General Administrative Agent for the purpose

of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the General Administrative Agent may request to evidence the General Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the General Administrative Agent or as the General Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the General Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the General Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the General Administrative Agent were the absolute owner thereof for all purposes, and do, at the General Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the General Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the General Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the General Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the General Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the General Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment by the General Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the General Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

**7.2 Duty of General Administrative Agent.** The General Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the General Administrative Agent deals with similar property for its own account. Neither the General Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the General Administrative Agent and the Lenders hereunder are solely to protect the General Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the General Administrative Agent or any Lender to exercise any such powers. The General Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

**7.3 Execution of Financing Statements.** Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the General Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the General Administrative Agent reasonably determines appropriate to perfect the security interests of the General Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

**7.4 Authority of General Administrative Agent.** Each Grantor acknowledges that the rights and responsibilities of the General Administrative Agent under this Agreement with respect to any action taken by the General Administrative Agent or the exercise or non-exercise by the General Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the General Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with

respect thereto as may exist from time to time among them, but, as between the General Administrative Agent and the Grantors, the General Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

## SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 14.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the General Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 14.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the General Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the General Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the General Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the General Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the General Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the General Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the General Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the General Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the

execution, delivery, enforcement, performance and administration of this Agreement to the extent the Company would be required to do so pursuant to subsection 14.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the General Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the General Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the General Administrative Agent and each Lender at any time and from time to time, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the General Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the General Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the General Administrative Agent or such Lender hereunder and claims of every nature and description of the General Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the General Administrative Agent or such Lender may elect, whether or not the General Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The General Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the General Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the General Administrative Agent and each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the General Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the General Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the General Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

**8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the General Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the General Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the General Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

**8.14 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

8.15 Additional Grantors. Each Subsidiary of the Company that is required to become a party to this Agreement pursuant to subsection 9.10(b) of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.16 Releases. (a) At such time as the Loans, the Reimbursement Obligations, the Acceptance Reimbursement Obligations and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit or Acceptance Notes shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the General Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the General Administrative Agent shall deliver to such Grantor any Collateral held by the General Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the General Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Company, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Company shall have delivered to the General Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Company stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

LES, INC.  
LAIDLAW ENVIRONMENTAL SERVICES, INC.  
LAIDLAW ENVIRONMENTAL SERVICES (US),  
INC.  
LES MERGER, INC.  
LES ACQUISITION, INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
OF ILLINOIS, INC.  
GSX CHEMICAL SERVICES OF OHIO, INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(BDT), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(FS), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(GS), INC.  
LAIDLAW ENVIRONMENTAL SERVICES OF  
CHATTANOOGA, INC.  
LAIDLAW ENVIRONMENTAL SERVICES OF  
WHITE CASTLE, INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(RECOVERY), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(TS), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(IMPERIAL VALLEY), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(LOKERN), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
OF CALIFORNIA, INC.  
LAIDLAW ENVIRONMENTAL SERVICES OF  
SOUTH CAROLINA, INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(NORTH EAST), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(TES), INC.  
LAIDLAW CHEMICAL SERVICES, INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(TOC), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(TG), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(ALTAIR), INC.  
LAIDLAW ENVIRONMENTAL SERVICES  
(WT), INC.


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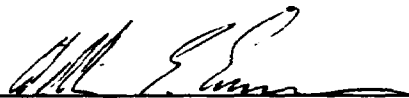
LIDLAW ENVIRONMENTAL SERVICES OF  
BARTOW, INC.  
LIDLAW ENVIRONMENTAL SERVICES  
(THERMAL TREATMENT), INC.  
LEMC, INC.  
LIDLAW OSCO HOLDINGS, INC.  
LIDLAW ENVIRONMENTAL SERVICES OF  
NASHVILLE, INC.  
LIDLAW ENVIRONMENTAL SERVICES (CLIVE),  
INC.  
LIDLAW ENVIRONMENTAL SERVICES (LONE  
AND GRASSY MOUNTAIN), INC.  
LIDLAW ENVIRONMENTAL SERVICES  
(TULSA), INC.  
LIDLAW ENVIRONMENTAL SERVICES (SAN  
ANTONIO), INC.  
LIDLAW ENVIRONMENTAL SERVICES  
(WICHITA), INC.  
LIDLAW ENVIRONMENTAL SERVICES OF  
DELAWARE, INC.  
CORSAN TRUCKING, INC.  
USPCI, INC. OF GEORGIA  
LIDLAW ENVIRONMENTAL SERVICES (SAN  
JOSE), INC.  
LIDLAW ENVIRONMENTAL SERVICES  
(SAWYER), INC.  
CHEMCLEAR, INC. OF LOS ANGELES  
LIDLAW ENVIRONMENTAL SERVICES  
(ROSEMOUNT), INC.  
LES HOLDING'S, INC.  
EAST CARBON DEVELOPMENT FINANCIAL  
PARTNERS, INC.  
LIDLAW ENVIRONMENTAL SERVICES  
(TUCKER), INC.  
NINTH STREET PROPERTIES, INC.  
LIDLAW ENVIRONMENTAL SERVICES (MT.  
PLEASANT), INC.  
LIDLAW ENVIRONMENTAL SERVICES (DEER  
TRAIL), INC.  
LIDLAW ENVIRONMENTAL SERVICES  
(MINNEAPOLIS), INC.  
LIDLAW ENVIRONMENTAL SERVICES (LOS  
ANGELES), INC.  
LIDLAW ENVIRONMENTAL SERVICES (BATON  
ROUGE), INC.

LAIDLAW ENVIRONMENTAL SERVICES  
 (PLAQUEMINE), INC.  
 LAIDLAW ENVIRONMENTAL SERVICES  
 (BRIDGEPORT), INC.  
 LAIDLAW ENVIRONMENTAL SERVICES (DEER  
 PARK), INC.  
 LAIDLAW ENVIRONMENTAL SERVICES  
 (TIPTON), INC.  
 LAIDLAW ENVIRONMENTAL, INC.  
 LAIDLAW ENVIRONMENTAL SERVICES  
 (SUSSEX), INC.  
 LAIDLAW ENVIRONMENTAL SERVICES  
 (GLOUCESTER), INC.  
 LAIDLAW ENVIRONMENTAL SERVICES  
 (CUSTOM TRANSPORT), INC.  
 LAIDLAW ENVIRONMENTAL SERVICES  
 (ARAGONITE), INC.  
 LAIDLAW ENVIRONMENTAL SERVICES DE  
 MEXICO, S.A. DE C.V.  
 LAIDLAW ENVIRONMENTAL SERVICES  
 (PUERTO RICO), INC.

By:  \_\_\_\_\_  
 Name:  
 Title:

Acknowledged and Agreed to as  
 of the date hereof by:

TORONTO DOMINION (TEXAS), INC.,  
 as General Administrative Agent

By:  \_\_\_\_\_  
 Name:  
 Title:

NOTICE ADDRESSES OF GUARANTORS

The notice address for each of the Guarantors is:

1301 Gervais Street, Suite 300  
Columbia, South Carolina 29201

**DESCRIPTION OF PLEDGED SECURITIES**

Pledged Stock:

Issuer	Class of Stock	Stock Cert. No.	No. of Shares Issued	Shareholder
LES, Inc. (fka Laidlaw Chem-Waste, Inc.)	Common	6 & 7	212	Laidlaw Environmental Services, Inc. (fka Rollins Environmental Services, Inc.)
<b>Wholly-Owned Subsidiaries</b>				
LES Acquisition, Inc.	Common	001	1	LES, Inc.
Laidlaw Environmental Services (US), Inc. <sup>1</sup>	Common	3 & 4	205	LES, Inc.
LES Merger, Inc.	Common	1	1000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services of Illinois, Inc.	Common	2	500	Laidlaw Environmental Services (US), Inc.
GSX Chemical Services of Ohio, Inc.	Common	4	500	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (BDT), Inc.	Common	12	7,510	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (FS), Inc.	Common	2	6,500	6,500 common shares (87%) issued to Laidlaw Environmental Services (US), Inc.
		2	1,000	1,000 common shares (13%) issued to Laidlaw Environmental Services (Altair), Inc.
Laidlaw Environmental Services (GS), Inc.	Common	12	10	Laidlaw Environmental Services (US), Inc.

<sup>1</sup> UPC Holding Corp. was merged into Laidlaw Environmental Services (US), Inc. on May 23, 1997. UPC Holding Corp. formerly had 100 common shares issued to Laidlaw Environmental Services (US), Inc. on certificate number 3. USPCI, Inc. was also merged in Laidlaw Environmental Services (US), Inc. on May 23, 1997. USPCI, Inc. formerly had 1000 common shares issued to UPC Holding Corp. on stock certificate A. Redox, Inc. was merged into Laidlaw Environmental Services (US), Inc. on August 22, 1997. Redox, Inc. formerly had 100 common shares issued to Laidlaw Environmental Services (US), Inc. on stock certificate number 3.

Pledged Stock:

Issuer	Class of Stock	Stock Cert. No.	No. of Shares Issued	Shareholder
Laidlaw Environmental Services of Chattanooga, Inc.	Common	2	100	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services of White Castle, Inc.	Common	10	17,820	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Recovery), Inc.	Common	2	105	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (TS), Inc.	Common	2	100	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Imperial Valley), Inc.	Common	1	20	10 common shares (50%) issued to Laidlaw Environmental Services of California, Inc.
		2	10	10 common shares (50%) issued to Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Lokern), Inc.	Common	2	13	3 common shares (23%) issued to Laidlaw Environmental Services (US), Inc.
		1		10 common shares (77%) issued to Laidlaw Environmental Services of California, Inc.
Laidlaw Environmental Services of California, Inc. <sup>2</sup>	Common	3	100	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services of South Carolina, Inc.	Common	222	1	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (North East), Inc.	Common	5	100	Laidlaw Environmental Services (US), Inc.
Corsan Trucking, Inc.	Common	4	1000	750 common shares (75%) issued to Laidlaw Environmental Services (US), Inc.

<sup>2</sup> Greenfield Services Corporation was merged into Laidlaw Environmental Services of California, Inc. on July 30, 1997, Greenfield Services Corporation formerly had 100,000 shares of common stock issued to Laidlaw Environmental Services (US), Inc. on certificate number 2. Master Wash Products, Inc. was merged into Laidlaw Environmental Services of California, Inc. on August 29, 1997. Master Wash Products, Inc. formerly had 5,100,000 shares of common stock issued to Laidlaw Environmental Services (US), Inc. on certificate number C101.

Pledged Stock:

Issuer	Class of Stock	Stock Cert. No.	No. of <u>Shares Issued</u>	Shareholder
		3		250 common shares (25%) issued to Laidlaw Environmental Services (TES), Inc.
Laidlaw Environmental Services (TES), Inc.	Common	7	10,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Chemical Services, Inc.	Common	7	3,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (TOC), Inc.	Common	3	100	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (TG), Inc.	Common	3	1,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Altair), Inc.	Common	3	1,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (WT), Inc.	Common	C-1	201,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services of Bartow, Inc.	Common	2	1,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Thermal Treatment), Inc.	Common	1	100	Laidlaw Environmental Services (US), Inc.
LEMC, Inc.	Common	1	10	Laidlaw Environmental Services (US), Inc.
Laidlaw Osco Holdings, Inc. <sup>3</sup>	Common	1	100	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services of Nashville, Inc.	Common	2	1,000	Laidlaw Osco Holdings, Inc.
Laidlaw Environmental Services (Clive), Inc. fka USPCI Clive Incineration Facility, Inc.	Common	11	1,000	Laidlaw Environmental Services (US), Inc.

<sup>3</sup> Osco Environmental Services, Inc. was merged into Laidlaw Osco Holdings, Inc. on August 21, 1997, Osco Environmental Services, Inc. formerly had 100 shares of common stock issued to Laidlaw Osco Holdings, Inc. on certificate number 2.

Pledged Stock:

Issuer	Class of Stock	Stock Cert. No.	No. of Shares Issued	Shareholder
Laidlaw Environmental Services (Lone and Grassy Mountain), Inc. fka United States Pollution Control, Inc.	Common	9	3,076,872	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Tulsa), Inc. fka Hydrocarbon Recyclers, Inc.	Common	C-1	10,000	Laidlaw Environmental Services (Lone and Grassy Mountain), Inc.
Laidlaw Environmental Services (San Antonio), Inc. fka Hydrocarbon Recyclers, Inc. of San Antonio	Common	1	3,402	Laidlaw Environmental Services (Tulsa), Inc.
Laidlaw Environmental Services (Wichita), Inc. fka Hydrocarbon Recyclers, Inc. of Wichita	Common	2	100	Laidlaw Environmental Services (Tulsa), Inc.
Laidlaw Environmental Services of Delaware, Inc. fka Northeastern Remedial Corporation	Common	1	1,000	Laidlaw Environmental Services (Lone and Grassy Mountain), Inc.
USPCI, Inc. of Georgia	Common	1	100	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (San Jose), Inc. fka Solvent Service Co., Inc.	Common	C-1	100	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Sawyer), Inc. fka Municipal Services Corporation	Common	2	1,000	Laidlaw Environmental Services (US), Inc.
Chemclear, Inc. of Los Angeles	Common	1	1,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Rosemount), Inc. fka Minnesota Industrial Containment Facility, Inc.	Common	1	5,000	Laidlaw Environmental Services (US), Inc.

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<sup>4</sup> USPCI of Pennsylvania, Inc. was dissolved on August 15, 1997.

Pledged Stock:

Issuer	Class of Stock	Stock Cert. No.	No. of Shares Issued	Shareholder
LES Holdings, Inc. fka McDuffie County Environmental Facility, Inc.	Common	1	1,000	Laidlaw Environmental Services (US), Inc.
East Carbon Development Financial Partners, Inc.	Common	1	1,000	Laidlaw Environmental Services (US), Inc.
Laidlaw Environmental Services (Tucker), Inc. fka PPM, Inc. of Georgia	Common	1	100	Laidlaw Environmental Services (US), Inc.
Ninth Street Properties, Inc.	Common	1	1,000	Laidlaw Environmental Services (Tucker), Inc.
Laidlaw Environmental Services (Mt. Pleasant), Inc. fka Allworth of Tennessee, Inc.	Common	2	1,000	LES, Inc.
Laidlaw Environmental Services (Deer Trail), Inc. fka Highway 36 Land Development Co.	Common	5	500	LES, Inc.
Laidlaw Environmental Services (Minneapolis), Inc. fka National Electric, Inc. (Parent of Laidlaw Environmental Services (Aragonite), Inc.)	Common	11	3,000	LES, Inc.
Laidlaw Environmental Services (Los Angeles), Inc. fka Rollins O.P.C. Inc.	Common	4	1,000	LES, Inc.
Laidlaw Environmental Services (Baton Rouge), Inc. fka Rollins Environmental Services (LA) Inc.	Common	2	1,000	LES, Inc.
Laidlaw Environmental Services (Plaquemine), Inc. fka Rollins Environmental Services of Louisiana, Inc.	Common	2	1,000	LES, Inc.
Laidlaw Environmental Services (Bridgeport), Inc. fka Rollins Environmental Services (NJ) Inc.	Common	7	1,000	LES, Inc.



Laidlaw Environmental Services (Deer Park), Inc. fka Rollins Environmental Services (TX) Inc.	Common	2	1,000	LES, Inc.
Laidlaw Environmental Services (Tipton), Inc. fka Tipton Environmental Technology, Inc.	Common	3	1,000	LES, Inc.
Laidlaw Environmental, Inc. fka Rollins Environmental, Inc.	Common	2	1,000	LES, Inc.
Laidlaw Environmental Services (Sussex), Inc. fka Sussex Contractors, Inc.	Common	2	500	LES, Inc.
Laidlaw Environmental Services (Gloucester), Inc. fka Gloucester County Construction Co.	Common	3	1,000	LES, Inc.
Laidlaw Environmental Services (Custom Transport), Inc. fka Custom Environmental Transport, Inc.	Common	2	1,000	LES, Inc.
Laidlaw Environmental Services (Aragonite), Inc. fka Aptus, Inc.	Common	3	1,000	Laidlaw Environmental Services (Minneapolis), Inc.
<b>Other U.S. Subsidiaries and Investments:</b>				
5				
6				
7				
Safety-Kleen Corp.	Common	97086		600,100 issued to LES, Inc.
		95677		1000 issued to LES, Inc.
ViroGroup, Inc.	Common		795,214	397,607 common shares (50%) issued to Laidlaw Osco Holdings, Inc.
<b>Foreign Subsidiaries:</b>				
Laidlaw Environmental Services (Puerto Rico), Inc.	Common	4	1	issued to Laidlaw Chem-Waste, Inc. now known as LES, Inc.

<sup>5</sup> USPCI of Mississippi, Inc. has 2,000 common shares, certificate number 1R, previously pledged to John L. Maxey II as Escrow Agent under terms of First Amendment of Shareholder Agreement pursuant to Merger governing the USPCI of Mississippi, Inc. stock dated January 5, 1996.

<sup>6</sup> Osco Treatment Systems of Mississippi, Inc. has 1,000 common shares, certificate number 13, previously pledged on 1/5/96 to John L. Maxey II as Escrow Agent under the terms of Shareholder Agreement governing OSCO Treatment Systems of Mississippi, Inc. stock made 1/5/96.

<sup>7</sup> ECDC Environmental, L.C. was sold to Allied Waste Industries, Inc. on November 30, 1997.

<sup>8</sup> Laidlaw Environmental Services de Mexico, S.A. de C.V. was removed since it is not now and was not previously a subsidiary of Laidlaw Environmental Services, Inc. Shares of this corporation are owned by Laidlaw Investments Ltd., a subsidiary of Laidlaw Inc.

Laidlaw Environmental Services (Canada) Ltd.	Class A	3	1600	1040 Class A shares issued to LES, Inc.
	Class B	B-2	7300	4745 Class B shares issued to LES, Inc.

**Pledged Notes:**

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
Safety-Kleen Corp.	LES, Inc.	46,000,000
ViroGroup, Inc.	LES, Inc.	3,000,000
LES Acquisition, Inc.	Laidlaw Environmental Services, Inc.	575,325,906.40 <sup>9</sup>
LES Acquisition, Inc.	LES, Inc.	911,557,469.55
Sutton Street Realty Trust	Dizzy Bridge Realty Trust	546,893.82 (as of January 1998)

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<sup>9</sup> A portion of the indebtedness evidenced by these promissory notes will be contributed by the Company, at the time of the Merger, to the capital of Safety-Kleen (as surviving corporation of the Merger); accordingly, on the Merger Date, these promissory notes will be released by the General Administrative Agent and replaced by promissory notes in a lesser principal amount.

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
Chemclear, Inc. of Los Angeles	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Corsan Trucking, Inc.	Louisiana* <ul style="list-style-type: none"> <li>• East Baton Rouge Parish</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Richland County
East Carbon Development Financial Partners, Inc.	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Utah* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
GSX Chemical Services of Ohio, Inc.	Ohio* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Cuyahoga County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Chemical Services, Inc.	Massachusetts* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Essex County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Michigan <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Altair), Inc.	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Texas* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Aragonite), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Kansas <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>

\*Denotes State of Incorporation

ECC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Utah <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Baton Rouge), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Louisiana <ul style="list-style-type: none"> <li>• East Baton Rouge Parish</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (BDT), Inc.	New York* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Erie County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Bridgeport), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> New Jersey <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Clive)	Oklahoma* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Utah <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Custom Transport), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Deer Park), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	Texas <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Deer Trail), Inc.	Colorado* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Arapahoe County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (FS), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Indiana <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Madison County</li> </ul> Louisiana <ul style="list-style-type: none"> <li>• Calcasieu Parish</li> <li>• East Baton Rouge Parish</li> <li>• Iberville Parish</li> <li>• St. Charles Parish</li> </ul> Michigan <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Texas <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Gloucester), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Louisiana <ul style="list-style-type: none"> <li>• East Baton Rouge Parish</li> </ul> New Jersey <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Texas <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (GS), Inc.	Alaska <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Anchorage County</li> <li>• Fairbanks North County</li> </ul> California <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>

\*Denotes State of Incorporation

USE FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES INC

<u>Company Name</u>	<u>Jurisdiction</u>
	<ul style="list-style-type: none"> <li>• Alameda County</li> <li>• Orange County</li> <li>• Sacramento County</li> <li>• San Diego County</li> <li>• Santa Barbara County</li> <li>• Santa Clara County</li> </ul> Colorado <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Georgia <ul style="list-style-type: none"> <li>• Bibb County</li> </ul> Kansas <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Oklahoma <ul style="list-style-type: none"> <li>• Oklahoma County</li> </ul> Pennsylvania <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Dauphin County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Tennessee* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Utah <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Imperial Valley), Inc.	California* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Imperial County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Lokern), Inc.	California* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Kern County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Lone and Grassy Mountain), Inc.	Colorado <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Oklahoma* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Woods County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	<ul style="list-style-type: none"> <li>• Richland County</li> </ul> Utah <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Los Angeles), Inc.	California* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Los Angeles County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Minneapolis), Inc.	Minnesota* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Dakota County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Mt. Pleasant), Inc.	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Tennessee* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (North East), Inc.	Connecticut <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• New Haven County</li> </ul> Massachusetts <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Essex County</li> </ul> New Hampshire* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Rockingham County</li> </ul> New York <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Onondaga County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Plaquemine), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Louisiana <ul style="list-style-type: none"> <li>• Iberville Parish</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
Laidlaw Environmental Services (Recovery), Inc.	Louisiana* <ul style="list-style-type: none"> <li>• Acadia Parish</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Rosemount), Inc.	Minnesota* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Dakota County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (San Antonio), Inc.	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Texas* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (San Jose), Inc.	California* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Santa Clara County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Sawyer), Inc.	North Dakota <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Ward County</li> </ul> Oklahoma* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Sussex), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (TES), Inc.	Louisiana <ul style="list-style-type: none"> <li>• East Baton Rouge Parish</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Texas* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (TG), Inc.	Delaware*

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UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	<ul style="list-style-type: none"> <li>• Secretary of State</li> <li>South Carolina</li> <li>• Secretary of State</li> <li>• Lexington County</li> <li>• Richland County</li> <li>• Spartanburg County</li> </ul>
Laidlaw Environmental Services (Thermal Treatment), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>Louisiana</li> <li>• Grant Parish</li> <li>South Carolina</li> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Tipton), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>Missouri</li> <li>• Secretary of State</li> <li>• Moniteau County</li> <li>South Carolina</li> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (TOC), Inc.	South Carolina* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> <li>• Spartanburg County</li> </ul>
Laidlaw Environmental Services (TS), Inc.	Alabama <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>Delaware*</li> <li>• Secretary of State</li> <li>Florida</li> <li>• Secretary of State</li> <li>• Duval County</li> <li>• Pinellas County</li> <li>Georgia</li> <li>• Dekalb County</li> <li>Maryland</li> <li>• Secretary of State</li> <li>Missouri</li> <li>• Secretary of State</li> <li>• St. Louis County</li> <li>New Jersey</li> <li>• Secretary of State</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	North Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Rockingham County</li> </ul> Ohio <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Montgomery County</li> </ul> Pennsylvania <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Delaware County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Lexington County</li> <li>• Richland County</li> </ul> Tennessee <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Virginia <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Montgomery County</li> </ul> West Virginia <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Ohio County</li> </ul>
Laidlaw Environmental Services (Tucker), Inc.	Georgia* <ul style="list-style-type: none"> <li>• De Kalb County</li> </ul> Kansas <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Missouri <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Jackson County</li> </ul> Ohio <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Ashtabula County</li> <li>• Summit County</li> </ul> Pennsylvania <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Philadelphia County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (Tulsa), Inc.	Oklahoma* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Tulsa County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	<ul style="list-style-type: none"> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (US), Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Massachusetts <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Essex County</li> </ul> Oklahoma <ul style="list-style-type: none"> <li>• Oklahoma County</li> <li>• Tulsa County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Texas <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Utah <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services (Wichita), Inc.	Colorado <ul style="list-style-type: none"> <li>• Denver County</li> </ul> Kansas* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Sedgwick County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services (WT), Inc.	Ohio* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Franklin County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Tennessee <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services of Bartow, Inc.	Florida* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Polk County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
Laidlaw Environmental Services of California, Inc.	Arizona <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Maricopa County</li> </ul> California* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Contra Costa County</li> <li>• San Diego County</li> <li>• Santa Clara County</li> </ul> Nevada <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Washoe County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services of Chattanooga, Inc.	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Tennessee* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services of Delaware, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services of Illinois, Inc.	Illinois* <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Winnebago County</li> </ul> Michigan <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Minnesota <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Dakota County</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw Environmental Services of Nashville, Inc.	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul> Tennessee* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>
Laidlaw Environmental Services of South Carolina, Inc.	South Carolina* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LAIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	<ul style="list-style-type: none"> <li>• Richland County</li> <li>• Sumter County</li> </ul>
Laidlaw Environmental Services of White Castle, Inc.	Colorado* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> Louisiana <ul style="list-style-type: none"> <li>• Iberville Parish</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
LEMC, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Laidlaw OSCO Holdings, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
LES Acquisition, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
LES Holding's, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
LES, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
LES Merger, Inc.	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
Ninth Street Properties, Inc.	Missouri* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul>

\*Denotes State of Incorporation

UCC FILING JURISDICTIONS  
LIDLAW ENVIRONMENTAL SERVICES, INC.

<u>Company Name</u>	<u>Jurisdiction</u>
	South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>
USPCI, Inc. of Georgia	Delaware* <ul style="list-style-type: none"> <li>• Secretary of State</li> </ul> South Carolina <ul style="list-style-type: none"> <li>• Secretary of State</li> <li>• Richland County</li> </ul>

\*Denotes State of Incorporation

## FIXTURE FILING JURISDICTIONS

<b><u>Company Name</u></b>	<b><u>Jurisdiction</u></b>
GSX Chemical Services of Ohio, Inc.	Cuyahoga County, OH
Laidlaw Chemical Services, Inc.	Essex County, MA
Laidlaw Environmental Services (Altair), Inc.	Colorado County, TX
Laidlaw Environmental Services (Aragonite), Inc.	Montgomery County, KS Dakota County, MN Tooele County, UT
Laidlaw Environmental Services (Baton Rouge), Inc.	East Baton Rouge Parish, LA
Laidlaw Environmental Services (BDT), Inc.	Erie County, NY
Laidlaw Environmental Services (Bridgeport), Inc.	Gloucester County, NJ
Laidlaw Environmental Services (Clive)	Tooele County, UT
Laidlaw Environmental Services (Deer Park), Inc.	Harris County, TX
Laidlaw Environmental Services (Deer Trail), Inc.	Adams County, CO
Laidlaw Environmental Services (FS), Inc.	Iberville Parish, LA Webster Parish, LA Genesee County, MI Harris County, TX Jefferson County, TX
Laidlaw Environmental Services (GS), Inc.	Shelby County, TN Ozaukee County, WI
Laidlaw Environmental Services (Imperial Valley), Inc.	Imperial County, CA
Laidlaw Environmental Services (Lokern), Inc.	Kern County, CA
Laidlaw Environmental Services (Lone and Grassy Mountain), Inc.	Tooele County, UT Major County, OK
Laidlaw Environmental Services (Los Angeles), Inc.	Los Angeles County, CA
Laidlaw Environmental Services (Mt. Pleasant), Inc.	Maury County, TN
Laidlaw Environmental Services (North East), Inc.	Essex County, MA Hartford County, CT
Laidlaw Environmental Services (Plaquemine), Inc.	Iberville Parish, LA
Laidlaw Environmental Services (Recovery), Inc.	Acadia Parish, LA
Laidlaw Environmental Services (Rosemount), Inc.	Dakota County, MN
Laidlaw Environmental Services (Sawyer), Inc.	Ward County, ND
Laidlaw Environmental Services (TES), Inc.	Dallas County, TX Harris County, TX
Laidlaw Environmental Services (Thermal Treatment), Inc.	Parish of Grant, LA
Laidlaw Environmental Services (TOC), Inc.	Spartanburg County, SC
Laidlaw Environmental Services (TS), Inc.	Pinellas County, FL Prince Georges County, MD Essex County, NJ Rockingham County, NC Montgomery County, OH Robertson County, TN Montgomery County, VA Ohio County, WV
Laidlaw Environmental Services (Tucker), Inc.	De Kalb County, GA

\*Denotes State of Incorporation

5798

**TRADEMARK**  
**REEL: 1810 FRAME: 0124**

## FIXTURE FILING JURISDICTIONS

<u>Company Name</u>	<u>Jurisdiction</u>
	Jackson County, MO Ashtabula County, OH Summit County, OH Philadelphia County, PA Johnson County, KS
Laidlaw Environmental Services (Tulsa), Inc.	Tulsa County , OK
Laidlaw Environmental Services (WT), Inc.	Franklin County, OH Davidson County, TN
Laidlaw Environmental Services of Bartow, Inc.	Polk County, FL
Laidlaw Environmental Services of California, Inc.	Maricopa County, AZ Contra Costa County, CA Los Angeles County, CA Sacramento County, CA San Bernadino County, CA San Diego County, CA Santa Clara County, CA Washoe County, NV
Laidlaw Environmental Services of Chattanooga, Inc.	Hamilton County, TN
Laidlaw Environmental Services of Illinois, Inc.	Winnebago County, IL
Laidlaw Environmental Services of Nashville, Inc.	Davidson County, TN
Laidlaw Environmental Services of South Carolina, Inc.	Sumter County, SC
Laidlaw Environmental Services of White Castle, Inc.	Iberville Parish, LA
Laidlaw Environmental Services (San Antonio), Inc.	Bexar County, TX El Paso County, TX
Laidlaw Environmental Services (Wichita), Inc.	Sedgwick County, KS

\*Denotes State of Incorporation

5798

**TRADEMARK**  
**REEL: 1810 FRAME: 0125**



**LIDLAW ENVIRONMENTAL SERVICES, INC.**

**CORPORATE ORGANIZATIONAL STRUCTURE**

The following list sets forth the subsidiaries of Laidlaw Environmental Services, Inc. as of April 3, 1998. Parent subsidiary relations are indicated by indentations. Unless otherwise indicated, 100% of the voting securities of each subsidiary is owned by the indicated parent of such subsidiary.

The Chief Executive Office for each company is 1301 Gervais Street, Suite 300, Columbia, South Carolina 29201.

	<b>State of Incorporation</b>
<b>Laidlaw Environmental Services, Inc.</b>	Delaware
<b>LES, Inc.</b>	Delaware
<b>Laidlaw Environmental Services (US), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Lone and Grassy Mountain), Inc.</b>	Oklahoma
<b>Laidlaw Environmental Services (Tulsa), Inc.</b>	Oklahoma
<b>Laidlaw Environmental Services (San Antonio), Inc.</b>	Texas
<b>Laidlaw Environmental Services (Wichita), Inc.</b>	Kansas
<b>Laidlaw Environmental Services of Delaware, Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Rosemount), Inc.</b>	Minnesota
<b>Laidlaw Environmental Services (Sawyer), Inc.</b>	Oklahoma
<b>Laidlaw Environmental Services (Tucker), Inc.</b>	Georgia
<b>Ninth Street Properties, Inc.</b>	Missouri
<b>Laidlaw Environmental Services (San Jose), Inc.</b>	California
<b>Chemclear, Inc. of Los Angeles</b>	Delaware
<b>USPCI, Inc. of Georgia</b>	Delaware
<b>LES Holding's, Inc.</b>	Delaware
<b>East Carbon Development Financial Partners, Inc.</b>	Utah
<b>Laidlaw Environmental Services (Imperial Valley), Inc. (50%)</b>	California
<b>Laidlaw Environmental Services (Lokern), Inc. (23%)</b>	California
<b>Laidlaw Environmental Services (North East), Inc.</b>	New Hampshire
<b>Laidlaw Environmental Services (Recovery), Inc.</b>	Louisiana
<b>Laidlaw Environmental Services (TES), Inc.</b>	Texas
<b>Corsan Trucking, Inc. (25%)</b>	Louisiana
<b>Laidlaw Environmental Services (TG), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (TOC), Inc.</b>	South Carolina
<b>Laidlaw Environmental Services (TS), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Thermal Treatment), Inc.</b>	Delaware
<b>Corsan Trucking, Inc. (75%)</b>	Louisiana
<b>GSX Chemical Services of Ohio, Inc.</b>	Ohio
<b>LEMC, Inc.</b>	Delaware
<b>Laidlaw Chemical Services, Inc.</b>	Massachusetts

<b>Laidlaw Environmental Services (Altair), Inc.</b>	Texas
<b>Laidlaw Environmental Services (FS), Inc. (13%)</b>	Delaware
<b>Laidlaw Environmental Services (BDT), Inc.</b>	New York
<b>Laidlaw Environmental Services (FS), Inc. (86%)</b>	Delaware
<b>Laidlaw Environmental Services (GS), Inc.</b>	Tennessee
<b>Laidlaw Environmental Services (Clive), Inc.</b>	Oklahoma
<b>Laidlaw Environmental Services (WT), Inc.</b>	Ohio
<b>Laidlaw OSCO Holdings, Inc.</b>	Delaware
<b>Laidlaw Environmental Services of Nashville, Inc.</b>	Tennessee
<b>OSCO Treatment Systems of Mississippi, Inc. (50%)</b>	Tennessee
<b>Laidlaw Environmental Services of Bartow, Inc.</b>	Florida
<b>Laidlaw Environmental Services of California, Inc.</b>	California
<b>Laidlaw Environmental Services (Lokern), Inc. (77%)</b>	California
<b>Laidlaw Environmental Services (Imperial Valley), Inc. (50%)</b>	California
<b>Laidlaw Environmental Services of Chattanooga, Inc.</b>	Tennessee
<b>Laidlaw Environmental Services of Illinois, Inc.</b>	Illinois
<b>Laidlaw Environmental Services of South Carolina, Inc.</b>	South Carolina
<b>Laidlaw Environmental Services of White Castle, Inc.</b>	Colorado
<b>LES Merger, Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Puerto Rico), Inc.</b>	Puerto Rico
<b>Laidlaw Environmental Services (Bridgeport), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Deer Park), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Baton Rouge), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Plaquemine), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Custom Transport), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Los Angeles), Inc.</b>	California
<b>Laidlaw Environmental Services (Tipton), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Gloucester), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Deer Trail), Inc.</b>	Colorado
<b>Laidlaw Environmental Services (Mt. Pleasant), Inc.</b>	Tennessee
<b>Laidlaw Environmental Services (Minneapolis), Inc.</b>	Minnesota
<b>Laidlaw Environmental Services (Aragonite), Inc.</b>	Delaware
<b>Laidlaw Environmental Services (Sussex), Inc.</b>	Delaware
<b>Laidlaw Environmental, Inc.</b>	Delaware

<b>LES Acquisition, Inc.</b>	Delaware
<b>SAFETY-KLEEN CORP. <sup>1</sup></b>	Wisconsin
<b>Curbside, Inc. (49%)</b>	California
<b>Dirt Magnet, Inc.</b>	Colorado
<b>The Midway Gas &amp; Oil Company</b>	Colorado

<sup>1</sup> On the Merger Date Safety-Kleen Corp. will merge with LES Acquisition, Inc. with the surviving corporation being Safety-Kleen Corp.

Safety-Kleen Canada, Inc.	Ontario
Environnement Services et Machineries, Inc.	Quebec
Elgint Corp.	Nevada
Ilium B.V.	Dutch
Safety-Kleen Espana S.A. (50%)	Spain
Safety-Kleen Espana S.A. (50%)	Spain
Membrex, Inc. (6%)	Delaware
Nucer, Inc.	Delaware
Safety-Kleen EnviroSystems Company	California
Safety-Kleen EnviroSystems Company of Puerto Rico, Inc.	Indiana
Petrocon, Inc.	Delaware
Phillips Acquisition Corp.	Delaware
Safety-Kleen Aviation, Inc.	Delaware
SK Insurance Company	Vermont
SK Real Estate, Inc.	Illinois
Safety-Kleen Belgium, S.A.	Belgium
Safety-Kleen Beteiligungs - GmbH	Germany
Safety-Kleen Grundbesitz GmbH	Germany
Safety-Kleen Deutschland GmbH	Germany
Orm-Bergold Chemie GmbH & Co. KG (50%)	German Ptosp.
Orm-Chemie GmbH	Germany
Orm-Bergold Chemie GmbH & Co. KG (50%)	German Ptosp.
Safety-Kleen (France) S.A.	French
Safety-Kleen International, Inc.	Delaware
Safety-Kleen U.K. Limited	UK
Safety-Kleen Ireland Limited	Ireland
Safety-Kleen Italia S.p.A.	Italy
Safety-Kleen Oil Recovery Co.	Delaware
Safety-Kleen Oil Services, Inc.	Delaware
The Solvents Recovery Service of New Jersey, Inc.	New Jersey
3E Company Environmental, Ecological and Engineering (80%)	California
<b>Laidlaw Environmental Services (Canada) Ltd.</b>	Canada
<b>Laidlaw Environmental Services Ltd.</b>	Ontario
<b>Laidlaw Environmental Services (B.C.) Ltd.</b>	Canada
<b>Laidlaw Environmental Services (Sarnia) Ltd.</b>	Ontario
<b>1197296 Ontario Inc.</b>	Ontario
<b>Laidlaw Environmental Services (Quebec) Ltd.</b>	Quebec
<b>Laidlaw Environmental Services (Mercier) Ltd.</b>	Quebec
<b>Les Entreprises D'Incineration Industrielle Tricil Inc.</b>	Quebec
<b>Laidlaw Environmental Services (Ryley) Ltd.</b>	Alberta
<b>Laidlaw Environmental Services (Atlantic) Limited</b>	Nova Scotia
<b>Laidlaw Environmental Services (Guelph), Inc.</b>	Ontario

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
GSX Chemical Services of Ohio, Inc.	7415 Bessemer Avenue Cleveland, OH 44127	2516 Train Ave. Cleveland OH 44113
Laidlaw Environmental Services (Tulsa), Inc.	5324 W 46 <sup>th</sup> Str South Tulsa, OK 74107	None
Laidlaw Environmental Services (San Antonio), Inc.	4303 Profit Drive San Antonio, TX 78219	4403 Dividend Ste 101 San Antonio TX 78219
Laidlaw Environmental Services (Wichita), Inc.	2549 N New York Street Wichita, KS 67219	11520 Confederate Drive El Paso TX 79936
Laidlaw Chemical Services, Inc.	221 Sutton Street North Andover, MA 01845	4770 Forest Street, Suite E Denver, CO 80216
Laidlaw Environmental Services (Altair), Inc.	P.O. Box 226 Altair, TX 77412	300 Canal Street Lawrence, MA 01845
Laidlaw Environmental Services (Atlantic) Limited	P.O. Box 188 640 McElmon Rd Debert, Nova Scotia B0M 1G0	None
Laidlaw Environmental Services (B.C.) Ltd.	7483 Progress Way Delta, British Columbia V4G 1A3	10 Thornhill Drive Unit #2 Dartmouth, Nova Scotia B3B 1F1
Laidlaw Environmental Services (BDT), Inc.	4255 Research Parkway Clarence, NY 14031	7842 Progress Way Delta, BC V4G 1A4
		9842 Milwaukee Way Prince George, BC V2J 2C2
		2789 Highway 97N Kelowna, BC V1X 4J8
		7783 Progress Way Delta, BC V4G 1A3
		None

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
Laidlaw Environmental Services de C.V.	Mexico, S.A. Bld. Miguel de la Madrid, S/N Jardines del Aeropuerto Ciudad Juarez, Chih., Mexico	None
Laidlaw Environmental Services (FS), Inc.	2202 Genoa Red Bluff Road Houston, TX 77034	4475 Dort Highway Burton MI 48529
		* 12501 Strang Road La Porte, TX 77571
		*Hwy 225 Deer Park, TX
		*Hwy 35 South & FM 524 Sweeny, TX 77480
		*Tidal Road Deer Park, TX
		*Hwy 3142 Taft, LA 70057
		2027 Battleground Road La Porte, TX 77571
		13351 Scenic Hwy Baton Rouge, LA 70807-1021
		518 Andover Road Anderson IN 46013
		130 Production Drive Sulphur, LA 70663
		52735 Clark Road White Castle LA 70788
		P. O. Box 5618 (77640-0618)

\* Customer owned facility. Laidlaw Environmental operating under a long term contract (over 1 year).

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
Laidlaw Environmental Services (GS), Inc.	902 South Main Street Saukville, WI 53080	Highway #73 Port Arthur TX 77640
		76 Cobb Street Atoka, TN 38004
		3528 Industrial Way Fairbanks AK 99701
		6414 South Eastern Ave. Oklahoma City, OK 73149-5134
		Contractor Trailer Yard Corner of Dean and Kilzer McClellan AFB North Highlands, CA 95652
		3536 Fite Road Millington, TN 38053
		11770 E. Warner Ave. Suite 226 Fountain Valley, CA 92708
		2381 Mariner Square Dr. Suite 175, Alameda CA 94501
		155 West 1st Avenue Anchorage AK 99501
		2732 South 3600 West Suite H West Valley City UT 84119
		Stark Road Bldg. 6672/CHWSF Dugway, UT 84022
		3902 Northside Dr. Suite B-5 Macon GA 31210
		1031 Bay Blvd. Suite K Chula Vista, CA 91911

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
Laidlaw Environmental Services (Imperial Valley), Inc.	5295 South Garvey Rd Westmorland, CA 92281	Golden Sands Building #8, Suite 405 Dubai, UAE
Laidlaw Environmental Services (Lokern), Inc.	2500 West Lokern Rd Buttonwillow, CA 93206	NASA Ames Research Mail Stop 19-21 Moffett Field CA 94035-1000
Laidlaw Environmental Services Ltd.	7483 Progress Way Delta, British Columbia V4G 1A3	8th Floor SISMO Bldg. P.O. Box 1082 Dammam, Saudi Arabia 31431
		8437 Quivira Road Lenexa, KS 66215
		270 Storke Road, Suite 6 Goleta, CA 93117
		6130 Old Jonestown Rd, Suite A Harrisburg, PA 17112
		72nd & Quebec Street Bldg 785 Commerce City, CO 80022
		401 Ponce de Leon Ave. Puerta de la Tierra San Juan, PR 00906
		None
		None
		None
		7842 Progress Way Delta, BC V4G 1A4
		1790 Ironstone Drive Burlington, Ontario L7L 5V3

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
		4090 Telfer Rd RR#1 Corunna, Ontario N0N 1G0
		2128 River Road London, Ontario N6A 4C3
		551 Avonhead Road Mississauga, Ontario L5J 4B1
		1831 Allanport Road Thorold, Ontario L2V 3Y9
		1829 Allanport Road Thorold, Ontario L2V 3Y9
		5369 Maingate Drive Mississauga, Ontario L4W 1G6
		12851 No. 5 Road Richmond, BC V7A 4E9
		265 North Front Street Ste 502 Sarnia, Ontario N7T 7X1
		331 Andover Park East Tukwilla, WA 98188
		1147 Henry Avenue Winnipeg, Manitoba R3E 1V6
		333 McPhillips Winnipeg, Manitoba R3E 2K9
		935B Henry Avenue Winnipeg, Manitoba R3E 3L3
		None
Laidlaw Environmental Services (Mercier) Ltd./Services Environnementaux Laidlaw (Mercier) Ltée	1294 boul. Ste-Marguerite Ville Mercier, Quebec J6R 2L1	



1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
Laidlaw Environmental Services (North East), Inc.	221 Sutton Street North Andover, MA 01845	69 Eastern Steel Road Milfort, CT 06460
		360 Merrimack Street Lawrence MA 01843
		8E Industrial Way Salem NH 03079
		300 Canal Street Lawrence, MA 01843
		18 Corporate Circle E. Syracuse, NY 13057
Laidlaw Environmental Services of Bartow, Inc.	170 Bartow Municipal Airport Bartow, FL 33830	None
Laidlaw Environmental Services of California, Inc.	1040 Commercial Street, Ste 101 San Jose, CA 95112	4501 Pacheco Blvd. Martinez, CA 94553
		750 Design Court Suite 105 Chula Vista, CA 91911
		1340 West Lincoln Street Phoenix, AZ 85007
		1335 W. Lincoln Street Phoenix, AZ 85007
		1343 W. Lincoln Street Phoenix, AZ 85007
Laidlaw Environmental Services of Chattanooga, Inc.	3300 Cummings Rd Chattanooga, TN 37419	1200 Marietta Way Sparks, NV 89431
		None

**I** **Name of Grantor** **2** **Location of Inventory and Equipment** **3** **Other Locations (Address)**

Laidlaw Environmental Services of Illinois, Inc.	6125 N. Pecatonica Rd Pecatonica, IL 61063	12333 Belden Court Livonia, MI 48150
Laidlaw Environmental Services of Nashville, Inc.	7140 Centennial Place Nashville, TN 37209	21750 Cedar Avenue Lakeville, Minnesota 55044
Laidlaw Environmental Services of South Carolina, Inc.	Rte 1 Box 255 Pinewood, SC 29125	7230 Centennial Place Nashville, TN 37209
Laidlaw Environmental Services of White Castle, Inc.	52735 Clark Road White Castle, LA 70788	None
Laidlaw Environmental Services (Puerto Rico), Inc.	401 Ponce de Leon Avenue San Juan, PR 00906-6561	None
Laidlaw Environmental Services (Quebec) Ltd./ Services Environnementaux Laidlaw (Quebec) Ltée	7305 boul. Marie Victorin Bureau 200 Brossard, Quebec J4W 1A6	6785 Route 132 Ste. Catherine, Quebec J0L 1E0
Laidlaw Environmental Services (Recovery), Inc.	2029 Bayou Plaquemine Rd Rayne, LA 70578	400 rue Gallipeau, Rang 5 Thurso, Quebec J0X 3B0
Laidlaw Environmental Services (Ryley), Inc.	PO Box 390, 1 mile north of Hwy 14 on SR-854 Ryley, Alberta T0B 4A0	None
Laidlaw Environmental Services (TES), Inc.	500 Battleground Rd LaPorte, TX 77571	None
Laidlaw Environmental Services (TG), Inc.	350 Railroad Street Roebuck, SC 29376	8004 Chancellor Row Dallas, TX 75247  13351 Scenic Highway Baton Rouge, LA 70807  Route 1, Box 256 Pinewood, SC 29376

1	2	3
Name of Grantor	Location of Inventory and Equipment	Other Locations (Address)
Laidlaw Environmental Services (Thermal Treatment), Inc.	3763 Highway 471 Colfax, LA 71417	411 Burton Road Lexington, SC 29072
Laidlaw Environmental Services (TOC), Inc.	301 Railroad Street Roebuck, SC 29376	None
Laidlaw Environmental Services (TS), Inc.	208 Watlington Industrial Dr. Reidsville, NC 27320	3527 Whiskey Bottom Rd Laurel, MD 20724
		1875 Forge Street Tucker, GA 30084
		411 Burton Road Lexington, SC 29072
		2903 Commerce Street, Suite C Blacksburg, VA 24060
		5303 126th Avenue North Clearwater, FL 34620
		4296 Rider Rail North Bldg. E Earth City, Missouri 63045
		1608 13 <sup>th</sup> Avenue South Suite 312 Birmingham, AL 35205
		175 Route 46 West Unit D Fairfield, NJ 07004
		2815 Old Greenbrier Pike Greenbrier, TN 37073-4514
		7755 Paragon Rd Ste 108 Dayton, OH 45459

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
Laidlaw Environmental Services (WT), Inc.	3670 Lacon Road Hilliard, OH 43026-1221	5150 West 12th Street Jacksonville, FL 32254
Laidlaw Environmental Services (Rosemount), Inc.	13425 Courthouse Blvd. Rosemount, MN 55068	Dutton's Mill Business Park 385 Turner Way Aston, PA 19014
Laidlaw Environmental Services (Sawyer), Inc.	PO Box 1568 Sawyer, ND 58781	99 Murray Hill Parkway East Rutherford, NJ 07073
Laidlaw Environmental Services (Guelph), Inc.	520 Southgate Drive Guelph, Ontario N1G 4P5	Route 1, Box 137 Valley Grove, WV 26060
Laidlaw Environmental Services (Tucker), Inc.	806 Genessee Kansas City, MO 64101	1640 Antioch Pike Antioch, TN 37013-2799
		None
		None
		145 Henderson Drive Regina, Saskatchewan S4N 5W4
		4105 Whitaker Ave. Philadelphia, PA 19124
		1302 West 38th Street & 1312 West 38th Street Ashtabula, OH 44004
		1875 Forge Street Tucker, GA 30084
		4720-B Stone Drive Tucker, GA 30084
		1672 E. Highland Rd

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
Laidlaw Environmental Services (San Jose), Inc.	1040 Commercial Str, Ste 109 San Jose, CA 95112	Twinsburg, OH 44087
Laidlaw Environmental Services (Lone and Grassy Mountain), Inc.	5665 Flatiron Parkway Boulder, CO 80301	19930 West 157 <sup>th</sup> Street Olathe, KS 66062
Laidlaw Environmental Services (Clive), Inc.	PO Box 22285 Clive, UT 84122-0285	Rte 2, Box 170 Waynoka, OK 73860-9622 PO Box 22750 Salt Lake City, UT 84122
Laidlaw Environmental Services (US), Inc.	1301 Gervais Street Columbia, SC 29201	None
		1301 South Broadway Suite 201 Edmond, OK 73034-3953
		8960 North Highway 40 Lake Point, UT 84074
		4322 South 49th West Ave. Tulsa, OK 74107
		515 West Greens Rd Suite 600 Houston TX 77067
		127 South 500 East, Suite 675 Salt Lake City UT 84102
		221 Sutton Street North Andover MA 01845
Laidlaw Environmental Services (Deer Park), Inc.	2027 Battleground Road Deer Park, TX 77536	Leacon - Sun Belt 9231 Lambright Road Houston, TX 77075

1 Name of Grantor	2 Location of Inventory and Equipment	3 Other Locations (Address)
Laidlaw Environmental Services (Baton Rouge), Inc.	13351 Scenic Highway Baton Rouge, LA 70807	None
Laidlaw Environmental Services (Plaquemine), Inc.	32655 Gracie Lane Plaquemine, LA 70764	None
Laidlaw Environmental Services (Los Angeles), Inc.	5756 Alba Street Los Angeles, CA 90058	1820 48 <sup>th</sup> Place Los Angeles, CA 90058
Laidlaw Environmental Services (Tipton), Inc.	1 mile East Hwy 50 Box 849 Tipton, MO 65081	None
Laidlaw Environmental Services (Deer Trail), Inc.	10855 East Highway 36 Deer Trail, CO 80105	None
Laidlaw Environmental Services (Mt. Pleasant), Inc.	101 South Park Drive Mt. Pleasant, TN 38474	None
Laidlaw Environmental Services (Aragonite), Inc.	11600 North Aptus Road Aragonite, UT 84029	Hwy 169 North Coffeyville Industrial Park Coffeyville, KS 67337
Laidlaw Environmental Services (Minneapolis), Inc.	21750 Cedar Ave. South Lakeville, MN 55044	None
Laidlaw Environmental Services (Bridgeport), Inc.	Route 322 & I-295 Bridgeport, NJ 08014	None
Laidlaw Environmental, Inc.	3985 Research Park Drive Ann Arbor, MI 48108	3965 Research Park Drive Ann Arbor, MI 48108
Laidlaw Environmental Services (Gloucester County), Inc.	Route 322 & I-295 Bridgeport, NJ 08014	2027 Battleground Road Deer Park, TX 88537
		13351 Scenic Highway Baton Rouge, LA 70807-1021

## PATENTS, COPYRIGHTS &amp; TRADEMARKS

NUMBER	COUNTRY	ISSUED	TITLE	ASSIGNEE	MANAGED BY	CURR REG EXP	NEXT MAINTENANCE	NOTES
			= Abandoned					
			"ENCORE" Trademark	Laidlaw Inc.				
	Canada	applied for	"Accupak" Service Mark	USPCI7				
	US		"TRI" Service Marks	USPCI7				
	US		"MUST" Service Mark	USPCI7				
	US		"SAFEWASTE" Service Mark	USPCI7				
	US		"TRANSCORE" Service Mark	USPCI7				
	US		"PPM" Trademark	USPCI7				
	US		"The Generator's Journal" Trademark	USPCI7				
	US		"Trans-End" Copyright	PPM, Inc. of Georgia				
	EPO	6/24/92	Improvements in Vapor Solvent Decontam PCB Transformer C	PPM, Inc. of Georgia		1/10/09	File 10 Year Renewal B4 Expiration Date	related to US #4,963,222
	US	01/10/89	"RES" and Design Trademark/Service Mark	RESI	Inhouse	10/17/99	File 10 Year Renewal B4 Expiration Date	Has 20 year license - uncontested
	US	10/17/89	"APLUS" Trademark/Service Mark	Aptus, Inc.	Inhouse			
	US	12/18/90	"Trans-End" Service Mark	PPM, Inc. of Georgia?				
	US	7/14/92	"TES" Service Mark	TES7		7/14/02	File affidavit of use betw 7/14/98 - 99	
	US	05/16/85	"Earth Academy" Name Trademark/Service Mark	LESI	Inhouse	5/18/05	File Use Affidavit betw 5/18/00 - 2001	
	US	08/01/95	"Earth Academy" Logo Trademark/Service Mark	LESI	Inhouse	8/16/05	File Use Affidavit betw 8/1/00 - 2001	
	US	04/15/97	"Rollins Environmental Services" Trademark/Service Mark	RESI	Inhouse	4/15/07	File Use Affidavit betw 4/15/02 - 2003	
	US	05/14/92	Improvements in Vapor Solvent Decontam PCB Transformer C	PPM, Inc. of Georgia				related to US #4,963,222
	Canada	07/03/96	Improvements in Vapor Solvent Decontam PCB Transformer C	PPM, Inc. of Georgia				related to US #4,963,222
	Japan		Road Base Stabilization Method Using Lime Kin Dust					
	US	08/07/84	Process and Structure for Storing and Isolating Hazardous	RESI	Finnegan, Henderson	8/7/01		17 Year Expiration 8/01
	US		Treatment of Acidic Organic and Alkaline Inorganic Wastes					
	US		Method and Apparatus for Neutralizing Reactive Materials Suc	BDT?				
	US	7/24/90	Improved Sludge Stabilizing Method and Apparatus	U.S. Polk Contr	Biebel & French	Jan-98	DROPPED 10/31/97 per Dschweg	-- no longer needed
	US	1/8/91	Improvements in Vapor Solvent Decontam PCB Transformer C	PPM, Inc. of Georgia				see related EPO Canada & Japanese patents
	US	4/23/91	Method for In Situ Contaminant Extraction From Soil	Solvent Services	Inhouse			Note: See Dieter litigation file
	US	8/20/91	Sludge Stabilizing Method and Apparatus	U.S. Polk Contr	Biebel & French	2/20/99	Pay 7-1/2 Yr Maintenance Fee 4/98 (prov	also see 2,063,387 5 Canada
	US	08/20/91	Rotary Reactor and Lifter Assembly	RES (TX)	Thompson, Hine & Flor	2/20/99	Pay 7-1/2 Yr Maintenance Fee 8/98	also see 2,062,818-9 Canada
	US	2/25/92	Recycle Conduit Insulation Assembly	RES (TX)	Thompson, Hine & Flor	2/28/97	Pay 7-1/2 Yr Maintenance Fee 8/97	
	US	3/2/93	Ceramic Treatment Landfill	Municipal Serv	Biebel & French	9/2/00	Pay 7-1/2 Yr Maintenance Fee 9/00	
	US	6/13/91	Fixation and Utilization of Ash Residue from the Incineration	Municipal Serv	Biebel & French	9/23/00	Pay 7-1/2 Yr Maintenance Fee 9/00	also see 2,071,139-6 Canada & 4 244,310 Japan
	US	07/20/93	Kiln Control for Incinerating Waste	RESI	Inhouse	1/20/01	Pay 7-1/2 Yr Maintenance Fee 7/00	
	US	08/24/93	Slagging Rotary Kiln	Aptus, Inc.	Inhouse	2/24/01	Pay 7-1/2 Yr Maintenance Fee 8/00	
	US	11/23/93	Apparatus and Method for Spray Drying Solids Laden High	Aptus, Inc.	Inhouse	5/23/01	Pay 7-1/2 Yr Maintenance Fee 11/00*	
	US	04/12/94	Slag Viscosity Control by Image Analysis of Dripping Slag w/	RESI	Inhouse	10/12/01	Pay 7-1/2 Yr Maintenance Fee 4/01	
	US	10/11/94	Preventive Slag Viscosity Control by Detection of Alkali Meta	RESI	Inhouse	4/11/02	Pay 7-1/2 Yr Maintenance Fee 10/01	
	US	11/01/94	Apparatus and Method for Spray Drying Solids-Laden High	Aptus, Inc.	Inhouse	5/1/98	Pay 3-1/2 Yr Maintenance Fee 11/97	
	US	02/14/95	Cutoff Wall System to Isolate Contaminated Soil	RESI	Inhouse	8/14/98	Pay 3-1/2 Yr Maintenance Fee 2/98	
	US	06/27/95	Methods and Apparatus Using Relative Power Factor in Incl	RESI	Inhouse	12/27/98	Pay 3-1/2 Yr Maintenance Fee 6/98	
	US	08/27/96	Control of Protective Layer Thickness in Kilns by Utilizing Tw	RESI	Inhouse	8/27/00	Pay 3-1/2 Yr Maintenance Fee 2/00	
	US	10/22/96	Incineration Kiln Devices and Methods of Protecting the Sa	RESI	Inhouse	10/22/00	Pay 3-1/2 Yr Maintenance Fee 4/00	
	EPO	06/25/84	Installation and Method for Containing Hazardous Waste	RESI	Finnegan, Henderson	8/25/04	Pay Annual Renewal Fr/G/UK 6-25-99	(98 paid 2/98 \$2,075)
	Japan	8/20/92	Fixation and Utilization of Ash Residue from the Incineration	LES (Sawyer)	Biebel & French	8/20/99	Request Examination by 4/98	related to US #5,196,620
	Canada	01/22/93	Recycle Conduit Insulation Assembly	RES (TX)	Thompson, Hine & Flor	4/28/98	Request Examination by 4/98	filed unrelated to US# 5,091,157
	Canada	1/22/93	Rotary Reactor and Lifter Assembly	RES (TX)	Thompson, Hine & Flor	4/28/98	Request Examination by 4/98	filed unrelated to US# 5,040,973
	Canada	6/12/92	Fixation and Utilization of Ash Residue from the Incineration	LES (Sawyer)	Biebel & French	6/20/99	Pay An Tax 6/98, Request Exam: 6/99	related to US #5,196,620

Note: "INSITE" Servicemark Application abandoned  
TM was previously registered & application was contested

**CONTRACTS**

Stock Purchase Agreement, dated February 6, 1997, among Rollins Environmental Services, Inc., Laidlaw Inc. and Laidlaw Transportation, Inc.

Agreement and Plan of Merger, dated as of March 16, 1998, among Laidlaw Environmental Services, Inc., LES Acquisition Inc. and Safety-Kleen Corp.



**EXISTING LIENS**

1. The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County has a lien on all machinery, equipment, furniture and similar property of Laidlaw Environmental Services of Nashville, Inc., by agreement dated May 1, 1993.
2. Various liens on vehicles and office equipment (computers, printers, servers, photocopiers, etc.) from various leasing companies for operating leases.

ASSUMPTION AGREEMENT, dated as of \_\_\_\_\_, \_\_\_\_\_, made by \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Additional Grantor"), in favor of TORONTO DOMINION (TEXAS) INC., as general administrative agent (in such capacity, the "General Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, LES, Inc. (the "Company"), Laidlaw Environmental Services (Canada) Ltd. (the "Canadian Borrower"; together with the Company, the "Borrowers"), the Lenders, the General Administrative Agent, The Toronto-Dominion Bank, as Canadian Administrative Agent, and certain other Agents named therein have entered into a Amended and Restated Credit Agreement, dated as of April 3, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Company and certain of its - Affiliates (other than the Additional Grantor) have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of April 3, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the General Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules \_\_\_\_\_\*\* to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in

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\*\* Refer to each Schedule which needs to be supplemented.

Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

**2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

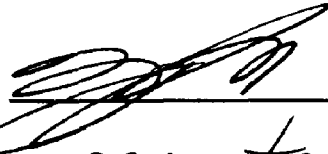
By: \_\_\_\_\_  
Name:  
Title:

## ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Amended and Restated Guarantee and Collateral Agreement dated as of April 3, 1998 (the "Agreement"), made by the Grantors parties thereto for the benefit of Toronto Dominion (Texas), Inc., as General Administrative Agent. The undersigned agrees for the benefit of the General Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the General Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.
3. The terms of Sections 6.3(a) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(a) or 6.7 of the Agreement.

LIDLAW ENVIRONMENTAL SERVICES  
(CANADA), INC.

By   
Title secretary

Address for Notices:

1301 Gervais Street, Suite 300  
Columbia, South Carolina 29201  
Attention: Paul Humphreys

Fax: 803-933-4346

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Amended and Restated Guarantee and Collateral Agreement dated as of April 3, 1998 (the "Agreement"), made by the Grantors parties thereto for the benefit of Toronto Dominion (Texas), Inc., as General Administrative Agent. The undersigned agrees for the benefit of the General Administrative Agent and the Lenders as follows:

1. The undersigned will notify the General Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.

ViroGroup, Inc.

By: 

Title: VP of CFO

**Address for Notices:**

5217 Linbar Drive, Suite 309  
Nashville, Tennessee 37211  
Fax: 615-832-2549