

Pelham, Alabama

## FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is dated as of May 8, 2002 and is by and between SYNAGRO-WWT, INC., a Maryland corporation (the "Mortgagor"), and BANK OF AMERICA, N.A., a national banking association ("Bank of America"), in its capacity as "Administrative Agent" for the financial institutions as are, or may from time to time become, parties to the "Amended Credit Agreement" (as such terms are hereinafter defined).

### RECITALS:

A. Contemporaneously herewith, Synagro Technologies, Inc. (the "Company"), various financial institutions (the "Banks") and Bank of America, as administrative agent (in such capacity, the "Administrative Agent"), as the Issuing Bank and as the Swing Line Bank, are entering into a Third Amended and Restated Credit Agreement (the "Amended Credit Agreement").

B. The Company, various financial institutions and Bank of America, as administrative agent, have previously entered into a Second Amended and Restated Credit Agreement dated as of August 14, 2000 (as amended, the "Original Credit Agreement").

C. The Mortgagor, which is a Subsidiary of the Company, and various other Subsidiaries of the Company have executed a Guaranty dated as of October 7, 1998 (the "Guaranty"). To secure its obligations with respect to the Guaranty, the Mortgagor has executed and delivered to Bank of America, in its capacity as administrative agent under the Original Credit Agreement, a Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases of even date with the Original Credit Agreement (the "Original Mortgage"). The Original Mortgage relates to real property legally described on Exhibit A hereto (the "Mortgaged Property"). The Original Mortgage was recorded in the real property records of the county in which the Mortgaged Property is situated, and recording information for the Original Mortgage is set forth on Exhibit B hereto.

Land Title

D. In connection with the execution of Amended Credit Agreement, and as a requirement to the effectiveness thereof, the Company, the Mortgagor and other Subsidiaries of the Company have executed and delivered a Confirmation (the "Confirmation") to confirm the effectiveness of the Guaranty and various other loan documents and that the Original Mortgage as amended hereby relates to the obligations of the Company under the Amended Credit Agreement. As a further condition to the effectiveness of the Amended Credit Agreement, the Banks have required that the Mortgagor execute and deliver this Amendment.

## **AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, the Original Mortgage is amended, and the parties hereto agree, as follows:

1. Recital. The Recitals of the Original Mortgage are hereby amended to incorporate the Recitals of this Amendment.
2. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Original Mortgage, or if not defined therein, the respective meanings given in the Amended Credit Agreement.
3. The Guaranty. The term "Guaranty," as used in the Original Mortgage, is hereby amended to mean the Guaranty as confirmed by the Confirmation, as the Guaranty may be amended, modified, replaced or substituted from time to time.
4. The Credit Agreement. The term "Credit Agreement," as used in the Original Mortgage, is hereby amended to mean the Amended Credit Agreement, as the same may be amended, modified, replaced or substituted from time to time. Any term used in the Original Mortgage as amended hereby that is defined by reference to the "Credit Agreement" shall be deemed defined by reference to the Amended Credit Agreement.
5. Priority. Nothing contained herein shall in any manner affect or impair the priority of the lien of the Original Mortgage as to the indebtedness secured thereby prior to giving effect to this Amendment, nor affect any other security held by the Administrative Agent on behalf of the Banks to secure repayment or performance of the obligations referred to therein, nor constitute a novation of the Original Mortgage or the obligations secured thereby.
6. Reaffirmation. The Mortgagor hereby repeats, reaffirms and remakes all representations, warranties, covenants and agreements contained in the Original Mortgage as of the date of this Amendment.

7. Representations. The Mortgagor represents and warrants that (i) no default or event of default currently exists under the Original Mortgage as amended hereby or any of the other Loan Documents; and (ii) no condition exists which with the giving of notice or the passage of time, or both, would result in such a default or event of default.

8. Full Force and Effect. All of the provisions, rights, powers and remedies contained in the Original Mortgage shall stand and remain unchanged and in full force and effect, except to the extent specifically amended hereby, and shall be applicable to all of the properties, rights and privileges subject to the lien of the Original Mortgage as amended hereby.

9. References. No reference to this Amendment need be made in any instrument or document at any time referring to the "Mortgage", and any reference in any such instrument or document to the "Mortgage" shall be deemed to be a reference to the Original Mortgage as amended hereby and as further amended, modified, replaced or substituted from time to time.

10. Time of the Essence. Time is of the essence with respect to the performance of all of the obligations to be performed under the Original Mortgage as amended hereby.

11. Successors and Assigns. The Original Mortgage as amended hereby binds the Mortgagor and its successors, assigns, heirs, administrators, executors, agents and representatives and inures to the benefit of the Administrative Agent and the Banks and their respective successors, assigns, heirs, administrators, executors, agents and representatives.

12. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Amendments. No provision of this Amendment or the Original Mortgage as amended hereby may be modified, amended or waived except by a writing executed by the party sought to be bound thereby. No consent or approval of the Administrative Agent or the Banks shall be given or deemed to have been given except to the extent expressly set out in a writing executed and delivered by the Administrative Agent to the Mortgagor.

14. Amendment as Loan Document. This Amendment shall be considered a Loan Document and a Collateral Document and shall be construed in conjunction with the other Loan Documents and Collateral Documents.



IN WITNESS WHEREOF, the undersigned have executed this Amendment  
on the date first above written.

[SEAL]

SYNAGRO-WWT, Inc., a Maryland corporation

By J. Paul Withrow  
Its VP + Treasurer

**ACKNOWLEDGMENT**

STATE OF Texas )  
 ) SS  
COUNTY OF Harris )

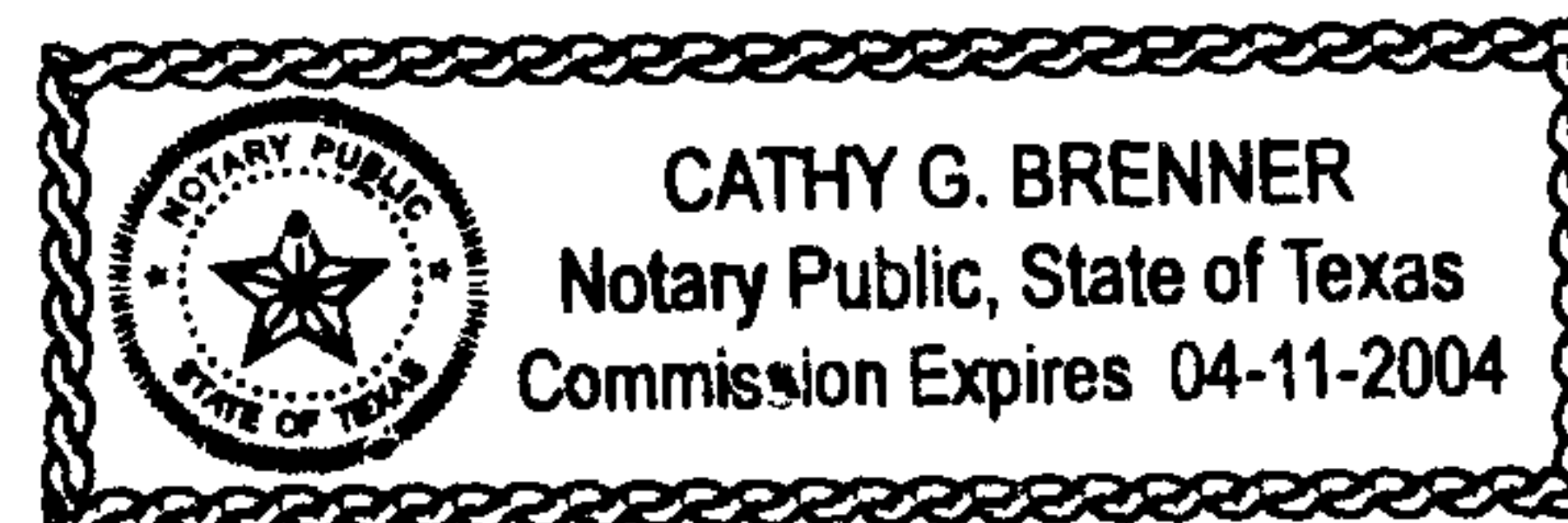
On this 8<sup>th</sup> day of May 2002, before me, appeared J. Paul Withrow, to me personally known, who being by me duly sworn, did say that he/she is the VP + Treasurer of Synagro-WWT, Inc., a corporation organized under the laws of the State of Maryland, and acknowledged said instrument to be the free act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Cathy G. Brenner  
Notary Public

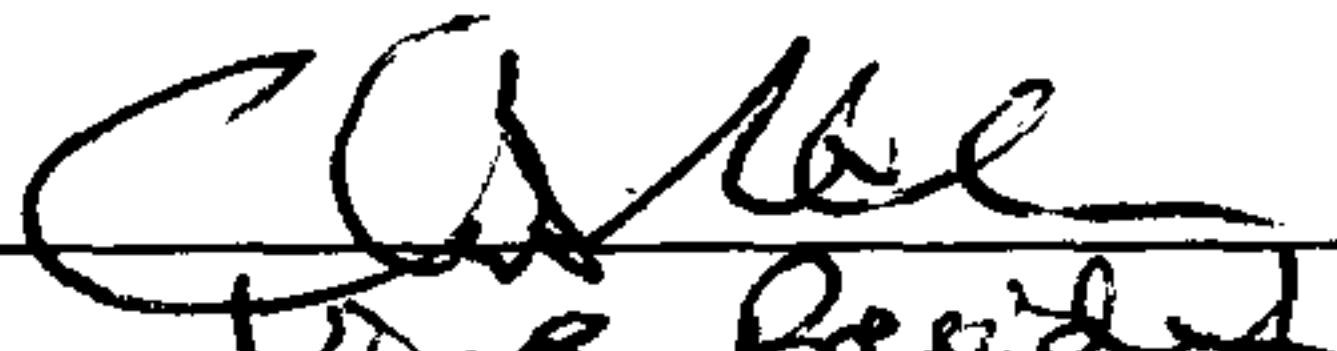
My Commission Expires:

April 11, 2004



[SEAL]

BANK OF AMERICA, N.A., a national banking  
association, as Administrative Agent

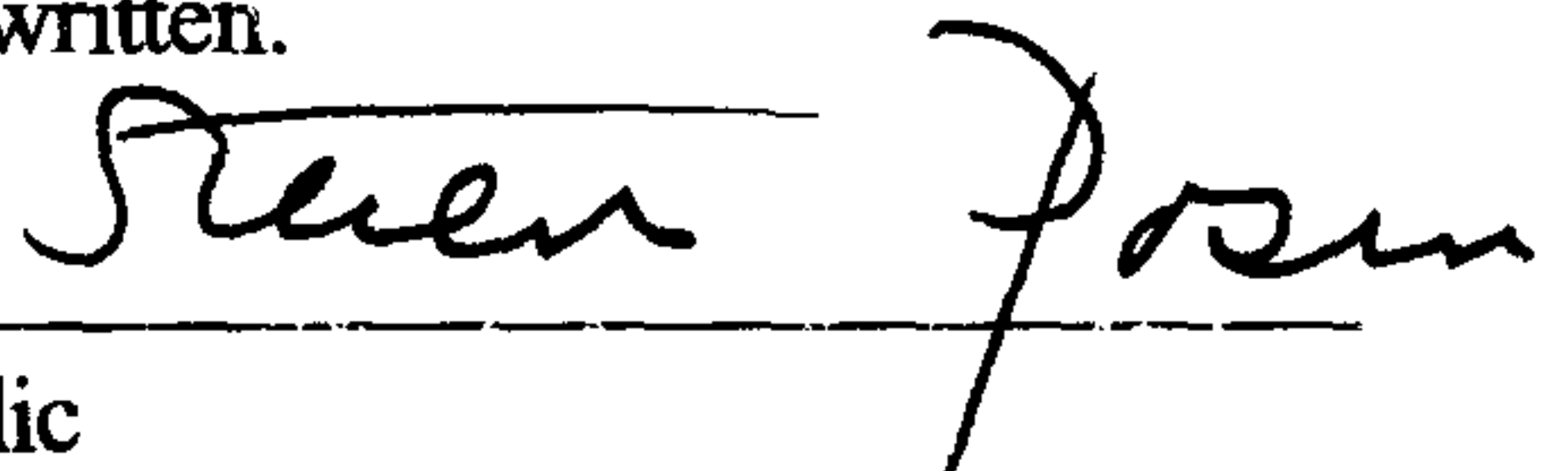
By   
Its True President

**ACKNOWLEDGMENT**

STATE OF California  
COUNTY OF San Francisco <sup>SS</sup>

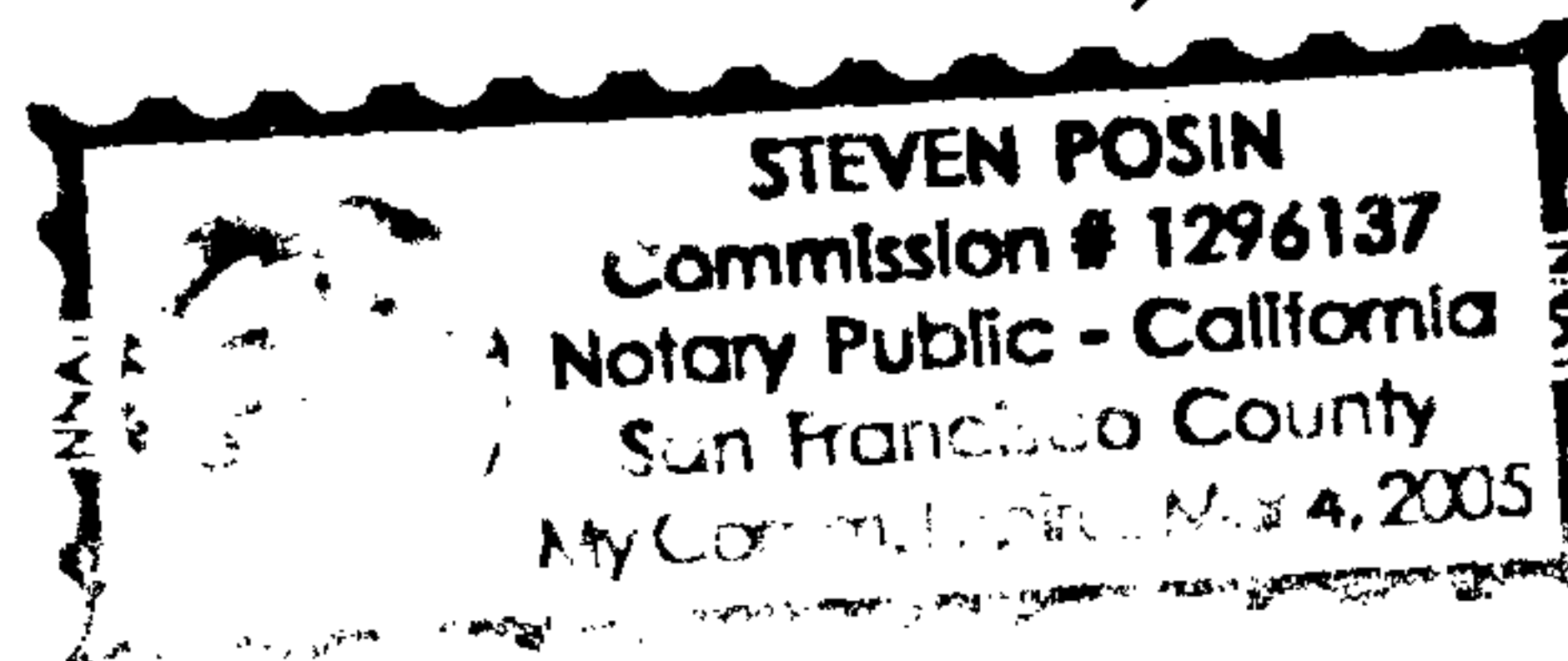
On this 16<sup>th</sup> day of May 2002, before me, appeared Charles Guber, to me  
personally known, who being by me duly sworn, did say that he/she is the Vice President of  
Bank of America, N.A., a national banking association, and acknowledged said instrument to be the  
free act of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the  
County and State aforesaid on the day and year first above written.

  
Notary Public

My Commission Expires:

3.4.2005



THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Jack Edelbrock, Esq.  
Mayer, Brown, Rowe & Maw  
190 South LaSalle Street  
Chicago, Illinois 60603  
(312) 782-0600

**EXHIBIT A**  
Legal Description

A parcel of land located in the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence in a Northerly direction along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 523.48 feet; thence  $123^{\circ}58'$  right in a Southeasterly direction a distance of 1012.42 feet to the Northwesternly right of way line of U.S. Highway 31 South; thence  $95^{\circ}42'30''$  left, in a Northeasterly direction along said right of way a distance of 440.83 feet; thence  $90^{\circ}$  left a distance of 640 feet to the point of beginning; thence  $90^{\circ}$  right for a distance of 335.68 feet; thence  $94^{\circ}55'30''$  left for a distance of 100.37 feet; thence  $85^{\circ}04'30''$  left for a distance of 327.06 feet; thence  $90^{\circ}$  left for a distance of 100 feet to the point of beginning.

**EXHIBIT B**  
Identification of Mortgage Documents

Site Address: Pelham, Alabama

Document	Date of Document	Document Number	Date of Recording
Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases	August 14, 2000	2000-28843	August 23, 2000