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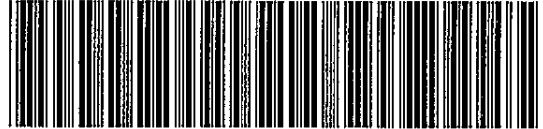
(Business Entity Name)

(Document Number)

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RECEIVED
DIVISION OF STATE
TALLAHASSEE, FLORIDA

04 JUL 12 AM 11:38

DR
7/12/04

FILED
04 JUL 12 PM 4:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILE
04 JUL 12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CT CORPORATION

July 12, 2004

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 6144548 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Safety-Kleen (Bartow), INC. (FL)
Dissolution
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A Mitchell
Fulfillment Specialist
Ashley_Mitchell@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF DISSOLUTION

FILED
04 JUL 12 PM 4:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

FIRST: The name of the corporation is: Safety-Kleen (Bartow), Inc.

SECOND: The date dissolution was authorized: See Attached Exhibit A

THIRD: Adoption of Dissolution (CHECK ONE)

N/A - See Attached Exhibit A

- ☐ Dissolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval.
- ☐ Dissolution was approved by vote of the shareholders through voting groups.

The following statement must be separately provided for each voting group entitled to vote separately on the plan to dissolve:

The number of votes cast for dissolution was sufficient for approval by

N/A - See Attached Exhibit A

(voting group)

Signed this 6th day of July, 2004

Signature



(By the Chairman or Vice Chairman of the Board, President, or other officer)

David M. Sprinkle

(Typed or printed name)

President

(Title)

EXHIBIT A

FIRST: The name of the Corporation is Safety-Kleen (Bartow), Inc.

SECOND: The dissolution of the Corporation is authorized and provided for by the Modified First Amended Joint Plan of Reorganization of Safety-Kleen Corp. and Certain of Its Direct and Indirect Subsidiaries, dated as of July 21, 2003, confirmed by the United States Bankruptcy Court for the District of Delaware at a hearing on August 1, 2003 (the "Plan").

THIRD: Pursuant to the Plan the Corporation "shall be deemed to have been discharged as of the Effective Date and immediately thereafter deemed to have dissolved and withdrawn its business operations from any state or country in which it was previously conducting, or is registered or licensed to conduct, its business operations, and shall not be required to file any document, pay any sum or take any other action in order to effectuate such dissolution and withdrawal..."

FOURTH: Whereas, pursuant to the Notice of (A) Effective Date of Modified First Amended Joint Plan of Reorganization of Safety-Kleen Corp. and Certain of its Direct and Indirect Subsidiaries, Dated July 21, 2003, (B) Discharge of the Debtors, (C) Cancellation of Existing Securities and Agreements, (D) Bar Date for Filing Professional Claims, and (E) Rejection and Assumption of Executory Contracts (the "Notice"), "on December 24, 2003, the Effective Date of the Plan occurred."

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X	:	
In re:	:	Chapter 11
SAFETY-KLEEN CORP., et al.	:	Case No. 00-2303 (PJW)
	:	
Debtors.	:	Jointly Administered
-----X	:	

MODIFIED FIRST AMENDED JOINT PLAN OF REORGANIZATION OF SAFETY-KLEEN CORP.
AND CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036-6522
Attn: D. J. Baker
J. Gregory St. Clair
Steven B. Eichel

- and -

One Rodney Square
Wilmington, Delaware 19899
Attn: Gregg M. Galardi

ATTORNEYS FOR SAFETY-KLEEN CORP.
AND CERTAIN OF ITS DIRECT AND INDIRECT
SUBSIDIARIES, DEBTORS AND DEBTORS-IN-POSSESSION

Dated: July 21, 2003

- 1.38 "Confirmation Date" means the date of entry of the Confirmation Order.
- 1.39 "Confirmation Hearing" means the hearing before the Bankruptcy Court on confirmation of the Plan and related matters under section 1128 of the Bankruptcy Code.
- 1.40 "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.
- 1.41 "Creditors' Committee" means that Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.
- 1.42 "Creditors' Committee's Adversary Proceeding" means that adversary proceeding, bearing the caption *Official Committee Of Unsecured Creditors of Safety-Kleen Corp., et al. v. Toronto Dominion (Texas), Inc., et al. (In re Safety-Kleen Corp.)*, Adv. Proc. No. 02-43485 (PTW) (Bankr. D. Del.) commenced on June 7, 2002 by the Creditors' Committee seeking, *inter alia*, to avoid or limit certain prepetition liens, security interests and transfers to the Lenders as fraudulent transfers and objecting to certain Claims of the Lenders.
- 1.43 "CSD Subsidiaries" means, collectively, all of the direct and indirect Subsidiaries (that are Debtors) of SK Services, except for SK Systems and its direct and indirect subsidiaries.
- 1.44 "Cure" means the distribution within a reasonable period of time following the Effective Date of Cash or such other property as may be agreed upon by the parties, ordered by the Bankruptcy Court or determined in such other manner as the Bankruptcy Court may specify with respect to the assumption of an executory contract or unexpired lease, pursuant to section 365(b) of the Bankruptcy Code and Article VII of the Plan.
- 1.45 "Current Directors and Officers" means each director or officer of each of the Debtors that served in such capacity as of the filing of the First Amended Joint Plan of Reorganization of Safety-Kleen Corp. and Certain of its Direct and Indirect Subsidiaries, dated March 20, 2003, or thereafter.
- 1.46 "Debt" means the liability of any Debtor on a Claim.
- 1.47 "Debtors" means Safety-Kleen Corp. and each of its direct and indirect Subsidiaries listed on Exhibit A to the Plan in their capacity as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.
- 1.48 "DHEC" means South Carolina Department of Health and Environmental Control.
- 1.49 "DHEC Administrative Claim" means all Claims or requests for payment filed by DHEC relating to the Pinewood Facility and asserted to be entitled to treatment as Administrative Claims.
- 1.50 "DIP Agent" means Toronto Dominion (Texas), Inc. in its capacity as administrative agent for the DIP Lenders under the DIP Credit Agreement.
- 1.51 "DIP Credit Agreement" means the Second Amended and Restated Debtor in Possession Credit Agreement, dated as of March 22, 2002, among Safety-Kleen Services, Inc., the lenders from time to time party thereto, Toronto Dominion (Texas), Inc., as General Administrative Agent and Underwriter, Goldman Sachs Credit Partners, L.P., as Underwriter, and The CIT Group/Business Credit Inc., as Collateral Agent and Underwriter, as such agreement has been amended, supplemented or otherwise modified from time to time.

adversely alter the treatment of Classes entitled to receive a distribution under the Plan, as determined by the Bankruptcy Court at the Confirmation Hearing, or otherwise, or such modification is consented to by any such Class. The Debtors shall consult with the Creditors' Committee and the Steering Committee of the Lenders prior to seeking any such modification.

ARTICLE VI

MEANS FOR IMPLEMENTATION OF THE PLAN

6.1 Continued Corporate Existence for Branch Sales and Service Division

Subject to the Restructuring Transactions, certain of the BSSD Reorganized Debtors shall continue to exist after the Effective Date as separate corporate entities, with all the powers of a corporation under applicable law in the jurisdiction in which each is incorporated and pursuant to the certificate of incorporation and bylaws in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws are amended by the Plan, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date.

6.2 Corporate Action

Each of the matters provided for under the Plan involving the corporate structure of any Debtor or Reorganized Debtor or corporate action to be taken by or required of any Debtor or Reorganized Debtor shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by stockholders or directors of any of the Debtors or the Reorganized Debtors.

(a) Dissolution of Corporate Existence of Certain Debtors

On the Effective Date, each of SKC, SK Services and each CSD Subsidiary shall be deemed dissolved and shall have no continuing corporate existence, subject only to each such Debtor's individual Plan imposed obligation to satisfy Allowed Administrative Claims, Allowed DIP Facility Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed DHEC Administrative Claim against such Debtor's estate, if any. The dissolution of SKC, SK Services and each CSD Subsidiary shall not abate or suspend a proceeding, whether civil, criminal or administrative, commenced by the dissolving corporation by reason of the dissolution, and SKC, SK Services and each CSD Subsidiary shall nevertheless be deemed continued corporate bodies as necessary for the sole purpose of winding-up their affairs, including the prosecution of any proceedings. With respect to each such Debtor, upon either (i) the final payment and satisfaction of the last of such Plan imposed obligations or (ii) the assumption of the last of such Plan imposed obligations by another Debtor or a Reorganized Debtor, such Debtor: (A) shall be deemed to have been discharged as of the Effective Date and immediately thereafter deemed to have dissolved and withdrawn its business operations from any state or country in which it was previously conducting, or is registered or licensed to conduct, its business operations, and shall not be required to file any document, pay any sum or take any other action in order to effectuate such dissolution and withdrawal; (B) shall be deemed to have had all of its interests cancelled pursuant to the Plan and (C) shall not be liable in any manner to any taxing authority for franchise, business, capital, license or similar taxes that otherwise would have accrued on or after the Effective Date, all without the necessity for any other or further actions to be taken on behalf of such Debtor; provided, however, that the Reorganized Debtors may, if they so elect, and any officer of a Reorganized Debtor shall be an authorized signatory for such purposes, prepare and file all corporate resolutions, statements, notices, tax returns or certificates of dissolution in such Debtors' jurisdiction of incorporation or organization or other jurisdiction, prosecute any actions pursuant to Section 6.8(e) of the Plan and dispose of and take any other action with respect to any revesting of assets pursuant to Section 12.1 of the Plan. The Reorganized Debtors, the Disbursing Agent, the Safety-Kleen Creditor Trust, the Trustee and the officers and directors of the Debtors or the Reorganized Debtors shall not

have or incur any liability for any actions taken or not taken under this Section 6.2(a) with respect to SKC, SK Services or any CSD Subsidiary.

(b) **Certificates of Incorporation and Bylaws**

The certificates of incorporation and bylaws of each of the BSSD Reorganized Debtors shall be amended as necessary to satisfy the provisions of the Plan and the Bankruptcy Code. The certificate of incorporation of New Holdco shall among other things: (i) authorize the issuance of the shares of New Common Stock and (ii) provide, pursuant to section 1123(a)(6) of the Bankruptcy Code, for (A) a provision prohibiting the issuance of non-voting equity securities, and, if applicable, (B) a provision as to the classes of securities issued pursuant to the Plan or thereafter possessing voting power, for an appropriate distribution of such power among such classes, including, in the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends. The certificate of incorporation of New Parent shall among other things: (a) authorize the issuance of shares of New Preferred Stock and (b) provide, pursuant to section 1123(a)(6) of the Bankruptcy Code, for (i) a provision prohibiting the issuance of non-voting equity securities, and, if applicable, (ii) a provision as to the classes of securities issued pursuant to the Plan or thereafter possessing voting power, for an appropriate distribution of such power among such classes, including, in the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends. The certificates of incorporation and the bylaws of New Holdco and New Parent shall be substantially in the form of Exhibit C and Exhibit D to the Plan, respectively.

(c) **Cancellation of Existing Securities and Agreements**

On the Effective Date, except as otherwise provided for herein (i) the Existing Securities and any other note, bond, indenture, or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors, except such notes or other instruments evidencing indebtedness or obligations of the Debtors that are Reinstated under the Plan, shall be cancelled and (ii) the obligations of, and/or Claims against, the Debtors under, relating or pertaining to any agreements, indentures or certificates of designations governing the Existing Securities and any other note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors, except such notes or other instruments evidencing indebtedness or obligations of the Debtors that are Reinstated under the Plan, as the case may be, shall be released and discharged; provided, however, that each indenture or other agreement that governs the rights of the Claimholder and that is administered by an Indenture Trustee, an agent or a servicer shall continue in effect solely for the purposes of allowing such Indenture Trustee, agent or servicer (x) to make the distributions to be made on account of such Claims under the Plan as provided in Article IX of the Plan and (y) to maintain any rights and liens an indenture trustee may have for any unpaid fees, costs, expenses and indemnification under such indenture or other agreement; provided, however, that such rights and liens are limited to the distributions, if any, related to holders of Allowed Claims arising under the respective indentures. Provided, further, that the provisions of this proviso shall not affect the discharge of the Debtors' liabilities under the Bankruptcy Code and the Confirmation Order or result in any expense or liability to the Reorganized Debtors.

(d) **Restructuring Transactions**

On the Effective Date, the following transactions shall occur in the following order:

- (i) New Holdco will be incorporated.
- (ii) New Holdco will cause New Parent to be incorporated as a new wholly owned subsidiary and New Holdco will contribute the New Common Stock to New Parent.

SCHEDULE OF PLAN PROPONENTS
AND CORRESPONDING BANKRUPTCY CASE NUMBERS

NAME OF DEBTOR	Bankruptcy Case Number
SAFETY-KLEEN CORP.	00-2303(PJW)
SAFETY-KLEEN SERVICES, INC.	00-2304(PJW)
SAFETY-KLEEN (CONSULTING), INC.	00-2305(PJW)
SAFETY-KLEEN (LONE AND GRASSY MOUNTAIN), INC.	00-2306(PJW)
SAFETY-KLEEN (TULSA), INC.	00-2307(PJW)
SAFETY-KLEEN (SAN ANTONIO), INC.	00-2308(PJW)
SAFETY-KLEEN (WICHITA), INC.	00-2309(PJW)
SAFETY-KLEEN (DELAWARE), INC.	00-2310(PJW)
SK SERVICES (EAST), L.C.	00-2311(PJW)
SK SERVICES, L.C.	00-2312(PJW)
SAFETY-KLEEN (ROSEMOUNT), INC.	00-2313(PJW)
SAFETY-KLEEN (SAWYER), INC.	00-2314(PJW)
SAFETY-KLEEN (PPM), INC.	00-2315(PJW)
NINTH STREET PROPERTIES, INC.	00-2316(PJW)
SAFETY-KLEEN (SAN JOSE), INC.	00-2317(PJW)
CHEMCLEAR, INC. OF LOS ANGELES	00-2318(PJW)
USPCI, INC. OF GEORGIA	00-2319(PJW)
SAFETY-KLEEN HOLDINGS, INC.	00-2320(PJW)
SAFETY-KLEEN (WESTMORELAND), INC.	00-2321(PJW)
SAFETY-KLEEN (BUTTONWILLOW), INC.	00-2322(PJW)
SAFETY-KLEEN (NE), INC.	00-2323(PJW)
SAFETY-KLEEN (CROWLEY), INC.	00-2324(PJW)
SAFETY-KLEEN (LAPORTE), INC.	00-2325(PJW)
SAFETY-KLEEN (TG), INC.	00-2326(PJW)

NAME OF DEBTOR	Bankruptcy Case Number
SAFETY-KLEEN (ROEBUCK), INC.	00-2327(PJW)
SAFETY-KLEEN (TS), INC.	00-2328(PJW)
SAFETY-KLEEN (COLFAX), INC.	00-2329(PJW)
GSX CHEMICAL SERVICES OF OHIO, INC.	00-2330(PJW)
LEMC, INC.	00-2331(PJW)
SAFETY-KLEEN CHEMICAL SERVICES, INC.	00-2332(PJW)
SAFETY-KLEEN (ALTAIR), INC.	00-2333(PJW)
SAFETY-KLEEN (FS), INC.	00-2334(PJW)
SAFETY-KLEEN (BDT), INC.	00-2335(PJW)
SAFETY-KLEEN (GS), INC.	00-2336(PJW)
SAFETY-KLEEN (CLIVE), INC.	00-2337(PJW)
SAFETY-KLEEN (WT), INC.	00-2338(PJW)
SAFETY-KLEEN OSCO HOLDINGS, INC.	00-2339(PJW)
SAFETY-KLEEN (NASHVILLE), INC.	00-2340(PJW)
SAFETY-KLEEN (BARTOW), INC.	00-2341(PJW)
SAFETY-KLEEN (CALIFORNIA), INC.	00-2342(PJW)
SAFETY-KLEEN (CHATTANOOGA), INC.	00-2343(PJW)
SAFETY-KLEEN (PECATONICA), INC.	00-2344(PJW)
SAFETY-KLEEN (PINWOOD), INC.	00-2345(PJW)
SAFETY-KLEEN (WHITE CASTLE), INC.	00-2346(PJW)
SAFETY-KLEEN (PUERTO RICO), INC.	00-2347(PJW)
SAFETY-KLEEN (BRIDGEPORT), INC.	00-2348(PJW)
SAFETY-KLEEN (DEER PARK), INC.	00-2349(PJW)
SAFETY-KLEEN (BATON ROUGE), INC.	00-2350(PJW)
SAFETY-KLEEN (PLAQUEMINE), INC.	00-2351(PJW)
SAFETY-KLEEN (CUSTOM TRANSPORT), INC.	00-2352(PJW)
SAFETY-KLEEN (LOS ANGELES), INC.	00-2353(PJW)
SAFETY-KLEEN (TIPTON), INC.	00-2354(PJW)
SAFETY-KLEEN (GLOUCESTER), INC.	00-2355(PJW)

NAME OF DEBTOR	Bankruptcy Case Number
SAFETY-KLEEN (DEER TRAIL), INC.	00-2356(PJW)
SAFETY-KLEEN (MT. PLEASANT), INC.	00-2357(PJW)
SAFETY-KLEEN (MINNEAPOLIS), INC.	00-2358(PJW)
SAFETY-KLEEN (ARAGONITE), INC.	00-2359(PJW)
SAFETY-KLEEN (SUSSEX), INC.	00-2360(PJW)
SAFETY-KLEEN (ENCOTEC), INC.	00-2361(PJW)
SAFETY-KLEEN SYSTEMS, INC.	00-2362(PJW)
ECOGARD, INC.	00-2363(PJW)
SK EUROPE, INC.	00-2364(PJW)
DIRT MAGNET, INC.	00-2365(PJW)
THE MIDWAY GAS AND OIL CO.	00-2366(PJW)
ELGINT CORP.	00-2367(PJW)
SAFETY-KLEEN ENVIROSYSTEMS COMPANY	00-2368(PJW)
SAFETY-KLEEN ENVIROSYSTEMS COMPANY OF PUERTO RICO	00-2369(PJW)
PETROCON, INC.	00-2370(PJW)
PHILLIPS ACQUISITION CORP.	00-2371(PJW)
SK REAL ESTATE INC.	00-2372(PJW)
SAFETY-KLEEN INTERNATIONAL, INC.	00-2373(PJW)
SAFETY-KLEEN OIL RECOVERY CO.	00-2374(PJW)
SAFETY-KLEEN OIL SERVICES, INC.	00-2375(PJW)
THE SOLVENTS RECOVERY SERVICE OF NEW JERSEY, INC.	00-2376(PJW)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
In re: : Chapter 11
SAFETY-KLEEN CORP., : Case No. 00-2303 (PJW)
et al., :
Debtors. : Jointly Administered
: Related to Docket No. 7927
----- X

ORDER UNDER 11 U.S.C. § 105 CLARIFYING FINDINGS OF
FACT, CONCLUSIONS OF LAW AND ORDER UNDER
11 U.S.C. § 1129(a) AND (b) AND FED. R. BANKR.
P. 3020 CONFIRMING MODIFIED FIRST AMENDED JOINT
PLAN OF REORGANIZATION OF SAFETY-KLEEN CORP. AND
CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES

This matter having come before the Court on
the motion, dated December 5, 2003 (the "Motion"),¹ of
Safety-Kleen Corp. ("SKC") and certain of its direct and
indirect subsidiaries, debtors and debtors-in-possession
(collectively, the "Debtors"), for an order, under 11
U.S.C. § 105, clarifying the Findings of Fact, Conclu-
sions of Law and Order Under 11 U.S.C. § 1129(a) and (b)
and Fed. R. Bankr. P. 3020 Confirming Modified First

¹ Unless otherwise defined, capitalized terms used
herein shall have the meanings ascribed to them in
the Motion.

Amended Joint Plan of Reorganization of Safety-Kleen Corp. and Certain of its Direct and Indirect Subsidiaries; and the Court having reviewed the Motion and determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:²

A. The court has jurisdiction over the Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. Notice of the Motion was good and sufficient under the particular circumstances and no other or further notice need be given.

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

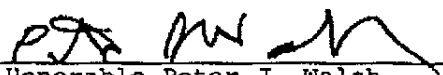
NOW, THEREFORE, IT IS HEREBY ORDERED, AD-
JUDGED, AND DECREED THAT:

1. The Motion be, and it hereby is, GRANTED.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. The Debtors are authorized to enter into the Exit Facility on substantially the terms set forth in the Final Term Sheet attached hereto as Exhibit A.
4. The Debtors are authorized to execute and deliver the Intercreditor Agreement substantially in the form attached hereto as Exhibit B, and to issue the New Notes subject to the Intercreditor Agreement.
5. The Debtors and their respective officers, employees and agents are hereby authorized to execute and deliver such documents and take such action as is necessary or desirable to carry out the transactions contemplated by the Exit Facility and Intercreditor Agreement.

6. The Debtors are authorized to declare the Effective Date of the Plan immediately upon the satisfaction or waiver of all conditions to consummation of the Plan without the necessity to wait for the last day of the month.

7. This Court shall retain jurisdiction to decide any disputes arising with respect to the Exit Facility and/or the Intercreditor Agreement, the terms and conditions of this Order, and the transactions contemplated herein. This retention of jurisdiction shall not be deemed to extend to any dispute that does not involve either (a) the Debtors or (b) the interpretation and/or effect of this Order.

Dated: Wilmington, Delaware
December 15, 2003



Honorable Peter J. Walsh
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re: : Chapter 11
: :
SAFETY-KLEEN CORP, et al., : Case No. 00-2303 (PJW)
: :
Debtors. : Jointly Administered
: :
-----X

**NOTICE OF (A) EFFECTIVE DATE OF MODIFIED FIRST AMENDED JOINT PLAN
OF REORGANIZATION OF SAFETY-KLEEN CORP. AND CERTAIN OF
ITS DIRECT AND INDIRECT SUBSIDIARIES, DATED JULY 21, 2003,
(B) DISCHARGE OF THE DEBTORS, (C) CANCELLATION OF EXISTING
SECURITIES AND AGREEMENTS, (D) BAR DATE FOR FILING PROFESSIONAL
CLAIMS, AND (E) REJECTION AND ASSUMPTION OF EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE that on August 1, 2003 (the "Confirmation Date"), the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the Modified First Amended Joint Plan of Reorganization of Safety-Kleen Corp. and Certain of its Direct and Indirect Subsidiaries, dated July 21, 2003 (the "Plan"), in the Chapter 11 Cases of the above-captioned reorganized debtors (the "Debtors"). Capitalized terms not defined herein have the meanings ascribed to them in the Plan. A list of the Debtors is attached hereto as Exhibit A.

EFFECTIVE DATE

PLEASE TAKE FURTHER NOTICE that on December 24, 2003, the Effective Date of the Plan occurred.

DISCHARGE OF THE DEBTORS

PLEASE TAKE FURTHER NOTICE that pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in the Plan or in the Confirmation Order, the distributions and rights that are provided for in the Plan shall be in exchange for and in complete satisfaction, discharge and release, effective as of the Effective Date, of Claims and Causes of Action (whether known or unknown) against, liabilities of, liens on, obligations of and Interests in the Debtors or the Reorganized Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, including, but not limited to, demands and liabilities that arose on or before the Effective Date, any liability (including withdrawal liability) to the extent such Claims relate to services performed by employees of the Debtors prior to the Petition Date and that arise from a termination of employment or a termination of any employee or retiree benefit program regardless of whether such termination occurred prior to or after the Petition Date and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code or (c) the Claimholder of such a Claim accepted the Plan.

DKT. NO. 8000
DT. FILED 1/2/04

CANCELLATION OF EXISTING SECURITIES AND AGREEMENTS

PLEASE TAKE FURTHER NOTICE that as of the Effective Date, except as otherwise provided for in the Plan (i) the Existing Securities and any other note, bond, indenture, or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors, except such notes or other instruments evidencing indebtedness or obligations of the Debtors that are Reinstated under the Plan, have been cancelled and (ii) the obligations of, and/or Claims against, the Debtors under, relating or pertaining to any agreements, indentures or certificates of designations governing the Existing Securities and any other note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors, except such notes or other instruments evidencing indebtedness or obligations of the Debtors that are Reinstated under the Plan, as the case may be, have been released and discharged; provided, however, that each indenture or other agreement that governs the rights of the Claimholder and that is administered by an Indenture Trustee, an agent or a servicer shall continue in effect solely for the purposes of allowing such Indenture Trustee, agent or servicer (x) to make the distributions to be made on account of such Claims under the Plan as provided in Article IX of the Plan and (y) to maintain any rights and liens an indenture trustee may have for any unpaid fees, costs, expenses and indemnification under such indenture or other agreement; provided, however, that such rights and liens are limited to the distributions, if any, related to holders of Allowed Claims arising under the respective indentures. Provided, further, that the provisions of this proviso shall not affect the discharge of the Debtors' liabilities under the Bankruptcy Code and the Confirmation Order or result in any expense or liability to the Reorganized Debtors.

BAR DATE FOR FILING PROFESSIONAL CLAIMS

PLEASE TAKE FURTHER NOTICE that pursuant to Section 10.2(a) of the Plan, all final requests for payment of Professional Claims must be filed no later than sixty (60) calendar days after the Effective Date. The deadline to file final requests for payment of Professional Claims may be extended by the Bankruptcy Court upon motion by a Professional. As defined by the Plan, (i) a "Professional" means any professional employed in the Chapter 11 Cases pursuant to sections 327, 328, 363 or 1103 of the Bankruptcy Code or otherwise and any professional for whom a Person is seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code and (ii) a "Professional Claim" means a Claim of a Professional or any member of the Creditors' Committee pursuant to sections 327, 328, 330, 331, 363, 503(b) or 1103 of the Bankruptcy Code or otherwise (excluding, however, the SKC Indenture Trustee Fees), for compensation and/or reimbursement of costs and expenses relating to services performed after the Petition Date and prior to and including the Effective Date.

REJECTED CONTRACTS AND LEASES

PLEASE TAKE FURTHER NOTICE that each executory contract and unexpired lease to which any of the Debtors is a party is rejected as of the Effective Date, unless such executory contract or unexpired lease (a) was previously assumed by the Debtors, (b) was the subject of a motion to assume filed on or before the Confirmation Date or (c) was listed on the schedule of assumed contracts and leases on Exhibit E to the Plan.

ASSUMED CONTRACTS AND LEASES

PLEASE TAKE FURTHER NOTICE that except as otherwise provided in the Plan or the Confirmation Order, all executory contracts and unexpired leases identified in Exhibit E to the Plan are assumed as of the Effective Date. Each executory contract and unexpired lease that is assumed and relates to the use, ability to acquire or occupancy of real property includes (a) all modifications, amendments, renewals, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such executory contract or unexpired lease and (b) all executory contracts or unexpired leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities,

options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests in real estate or rights in rem related to such premises, unless any of the foregoing agreements has been rejected pursuant to a Final Order of the Bankruptcy Court or is otherwise rejected as a part of the Plan. To the extent the Debtor who was a party to the unexpired lease or executory contract was merged or dissolved as a part of a Restructuring Transaction, such unexpired lease or executory contract was assigned to the Reorganized Debtor set forth on Exhibit E to the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan or any exhibits to the Plan may be obtained by accessing <http://www.safetykleenplan.com>. All documents filed with the Bankruptcy Court may also be reviewed during regular business hours (9:00 a.m. to 4:00 p.m. Eastern time weekdays, except legal holidays) at the Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801.

Dated: Wilmington, Delaware
January 2, 2004

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Attorneys for Safety-Kleen Corp., et al., Reorganized Debtors

EXHIBIT A

SCHEDULE OF DEBTORS

DEBTOR NAME	FILE NO.	FID
Safety-Kleen Corp.	00-2303	51-0228924
Safety-Kleen Services, Inc.	00-2304	75-2178928
Safety-Kleen (Consulting), Inc.	00-2305	36-3772680
Safety-Kleen (Lone and Grassy Mountain), Inc.	00-2306	73-0774247
Safety-Kleen (Tulsa), Inc.	00-2307	73-1072214
Safety-Kleen (San Antonio), Inc.	00-2308	74-1670248
Safety-Kleen (Wichita), Inc.	00-2309	48-1025760
Safety-Kleen (Delaware), Inc.	00-2310	57-1036619
SK Services (East), L.C.	00-2311	58-2356954
SK Services, L.C.	00-2312	58-2356951
Safety-Kleen (Rosemount), Inc.	00-2313	36-3645772
Safety-Kleen (Sawyer), Inc.	00-2314	76-0306990
Safety-Kleen (PPM), Inc.	00-2315	48-0926641
Ninth Street Properties, Inc.	00-2316	48-1009630
Safety-Kleen (San Jose), Inc.	00-2317	94-2685637
Chemclear, Inc. of Los Angeles	00-2318	76-0292745
USPCI, Inc. of Georgia	00-2319	76-0299932
Safety-Kleen Holdings, Inc.	00-2320	76-0289923
Safety-Kleen (Westmorland), Inc.	00-2321	57-0891474
Safety-Kleen (Buttonwillow), Inc.	00-2322	57-0891472
Safety-Kleen (NE), Inc.	00-2323	02-0335983
Safety-Kleen (Crowley), Inc.	00-2324	72-0989782
Safety-Kleen (LaPorte), Inc.	00-2325	76-0209879
Safety-Kleen (TG), Inc.	00-2326	57-0600257
Safety-Kleen (Roeback), Inc.	00-2327	57-0811015
Safety-Kleen (TS), Inc.	00-2328	57-0784795
Safety-Kleen (Colfax), Inc.	00-2329	86-0713567
GSX Chemical Services of Ohio, Inc.	00-2330	34-1210390

DEBTOR NAME	FILE NO.	FID
LEMC, Inc.	00-2331	57-0987727
Safety-Kleen Chemical Services, Inc.	00-2332	04-2308230
Safety-Kleen (Altair), Inc.	00-2333	76-0187429
Safety-Kleen (FS), Inc.	00-2334	51-0268319
Safety-Kleen (BDT), Inc.	00-2335	16-1153020
Safety-Kleen (GS), Inc.	00-2336	62-1261102
Safety-Kleen (Clive), Inc.	00-2337	73-1311262
Safety-Kleen (WT), Inc.	00-2338	31-0747129
Safety-Kleen OSCO Holdings, Inc.	00-2339	62-1478930
Safety-Kleen (Nashville), Inc.	00-2340	62-1268344
Safety-Kleen (Bartow), Inc.	00-2341	59-2692187
Safety-Kleen (California), Inc.	00-2342	65-0121392
Safety-Kleen (Chattanooga), Inc.	00-2343	57-0853102
Safety-Kleen (Pecatonica), Inc.	00-2344	36-3337048
Safety-Kleen (Pinewood), Inc.	00-2345	04-2639118
Safety-Kleen (White Castle), Inc.	00-2346	84-0619137
Safety-Kleen (Puerto Rico), Inc.	00-2347	35-1283524
Safety-Kleen (Bridgeport), Inc.	00-2348	23-1704900
Safety-Kleen (Deer Park), Inc.	00-2349	51-0228884
Safety-Kleen (Baton Rouge), Inc.	00-2350	51-0228882
Safety-Kleen (Plaquemine), Inc.	00-2351	51-1126035
Safety-Kleen (Custom Transport), Inc.	00-2352	51-0277687
Safety-Kleen (Los Angeles), Inc.	00-2353	95-3562319
Safety-Kleen (Tipton), Inc.	00-2354	43-1495372
Safety-Kleen (Gloucester), Inc.	00-2355	51-0336950
Safety-Kleen (Deer Trail), Inc.	00-2356	76-0167186
Safety-Kleen (Mt. Pleasant), Inc.	00-2357	58-1735252
Safety-Kleen (Minneapolis), Inc.	00-2358	41-1392441
Safety-Kleen (Aragonite), Inc.	00-2359	25-1563807
Safety-Kleen (Sussex), Inc.	00-2360	51-0262487

Company Name	State	Phone Number
Safety-Kleen (Encotec), Inc.	00-2361	51-0290240
Safety-Kleen Systems, Inc.	00-2362	39-6090019
Ecogard, Inc.	00-2363	61-1179404
SK Europe, Inc.	00-2364	58-2444675
Dirt Magnet, Inc.	00-2365	84-0705639
The Midway Gas and Oil Co.	00-2366	84-0266380
Elgint Corp.	00-2367	88-0374364
Safety-Kleen Envirosystems Company	00-2368	97-2764195
Safety-Kleen Envirosystems Company of Puerto Rico, Inc.	00-2369	35-1283524
Petrocon, Inc.	00-2370	36-3562993
Phillips Acquisition Corp.	00-2371	36-3515322
SK Real Estate Inc.	00-2372	36-3973105
Safety-Kleen International, Inc.	00-2373	36-3396234
Safety-Kleen Oil Recovery Co.	00-2374	36-3546688
Safety-Kleen Oil Services, Inc.	00-2375	98-0082130
The Solvents Recovery Service of New Jersey, Inc.	00-2376	22-1655975

File a Notice:

00-02303-PJW SAFETY-KLEEN CORP

U.S. Bankruptcy Court

District of Delaware

Notice of Electronic Filing

The following transaction was received from Yurkewicz, Michael W. entered on 1/2/2004 at 3:55 PM EST and filed on 1/2/2004

Case Name: SAFETY-KLEEN CORP

Case Number: 00-02303-PJW

Document Number: 8000

Docket Text:

Notice Confirming Plan *Notice of (A) Effective Date of Modified First Amended Joint Plan of Reorganization of Safety-Kleen Corp. and Certain of Its Direct and Indirect Subsidiaries, Dated July 21, 2003, (B) Discharge of the Debtors, (C) Cancellation of Existing Securities and Agreements, (D) Bar Date for Filing Professional Claims, and (E) Rejection and Assumption of Executory Contracts* Filed by SAFETY-KLEEN CORP (Yurkewicz, Michael)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\temp\convert\EffectiveDateNotice.PDF

Electronic document Stamp:

[STAMP bkecfStamp_ID=983460418 [Date=1/2/2004] [FileNumber=2198268-0]
[3e6ef9c0c0de388fd5998c2baedae94505a243c1ad396c68da8ac89609747fb0bea73
6290acd5fc2fc55fe71bcbd465d3839c65af00f801e01887692712453fe]]

00-02303-PJW Notice will be electronically mailed to:

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