

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lexis Nexis Document Solutions
135 South LaSalle Street
Suite 2260
Chicago, IL 60603



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Gas Recovery Services of Illinois, Inc.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5717 Brisa Street Livermore CA 94550 USA

1d. TAX ID #: SSN OR EIN * ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Illinois 1g. ORGANIZATIONAL ID #, if any 60766401 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN * ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Heller Financial, Inc., as Collateral Agent

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
500 West Monroe Street Chicago IL 60661 USA

4. This FINANCING STATEMENT covers the following collateral:

THIS FIXTURE FILING IS TO BE RECORDED IN THE REAL ESTATE RECORDS
All of Debtor's right, title and interest in, to and under all accounts, general intangibles, instruments, chattel paper, inventory, equipment, goods, contracts and all other personal property, in each case whether now owned or hereafter acquired, including without limitation the property described on the attached Exhibit A.

Location of collateral: 55 E. Mundhank Road
South Barrington, Illinois 60010

Filed with Recorder of Deeds of Cook County, Illinois

Number of sheets attached: 39

00669208 - 2

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Gas Recovery Services of Illinois, Inc. by: *[Signature]* e.o.o. 8.20.01

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0010815754

EXHIBIT A TO UCC-1 FINANCING STATEMENT OF GAS RECOVERY SERVICES OF ILLINOIS, INC.

Debtor: Gas Recovery Services of Illinois, Inc., an Illinois corporation (the "Debtor").

Secured Party: Heller Financial, Inc., as Collateral Agent for the benefit of the Secured Parties (as herein defined).

1. **Collateral.** The Financing Statement to which this Exhibit A is attached covers the following types or items of property (each capitalized term used in this Exhibit A and not otherwise defined has the meaning assigned thereto in Paragraph 2 below):

All of the Debtor's right, title and interest in the following, whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the "Collateral"):

(a) the agreements and documents listed in Annex 1 (including all exhibits and schedules thereto) to which the Debtor is party, as each such agreement, contract and document may be amended, supplemented or modified and in effect from time to time (said agreements, contracts and documents, being individually, an "Assigned Agreement", and collectively, the "Assigned Agreements"), including: (i) all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, bond, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) all rights of the Debtor to terminate, amend, supplement, modify or waive performance under the Assigned Agreements, to perform thereunder and to compel performance and otherwise to exercise all remedies thereunder; and, to the extent not included in the foregoing, all proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, accessions, additions, substitutions and replacements of and to any and all of the foregoing;

(b) the shares of common stock, participations, partnership interests, limited liability company interests or other interests in the property of the issuers identified in Annex 2 (collectively, the "Issuers") and all other shares of capital stock of whatever class, participations, partnership interests, limited liability company interests or other interests in the property of the Issuers, now or hereafter owned by the Debtor, in each case together with the certificates evidencing the same (collectively, the "Pledged Interests");

(c) all shares, securities, moneys or property representing a dividend on any of the Pledged Interests, or representing a distribution or return of capital upon or in respect of any of the Pledged Interests, or resulting from a split-up, revision, reclassification or other like change of any of the Pledged Interests or otherwise received in exchange therefor, and any

EXHIBIT A TO UCC-1 FINANCING STATEMENT OF
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subscription warrants, rights or options issued to the holders of, or otherwise in respect of, any of the Pledged Interests;

(d) in the event of any consolidation or merger in which an Issuer is not the surviving corporation, partnership or entity, all shares of each class of the capital stock or all partnership or other interests of the successor corporation, partnership or entity, as the case may be (unless such successor corporation, partnership or entity is the Debtor itself), formed by or resulting from such consolidation or merger (the Pledged Interests, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged under the Guarantee and Security Agreement pursuant to clause (b) or (c) above and this clause (d) and the proceeds of and to any such property and, to the extent related to any such property or such proceeds, all books, correspondence, credit files, records, invoices and other papers, being herein collectively called the "Ownership Collateral");

(e) all Governmental Approvals now or hereafter held in the name, or for the benefit of the Debtor (provided that any Governmental Approval which by its terms or by operation of law would become void, voidable, terminable or revocable if mortgaged, pledged or assigned under the Guarantee and Security Agreement or if a security interest therein were granted under the Guarantee and Security Agreement is expressly excepted and excluded from the Lien and terms of the Security Agreement to the extent necessary so as to avoid such voidness, avoidability, terminability or revocability);

(f) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Accounts");

(g) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "Instruments");

(h) all inventory (as defined in the Uniform Commercial Code) of the Debtor, including Motor Vehicles held by the Debtor for lease (including lease to Subsidiaries of the Debtor), fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

(i) all copyrights, all patents and patent applications (including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations in-part thereof), all trade names,

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trademarks and service marks, logos, trademark and service mark registrations (including all renewals of trademark and service mark registrations, and all rights corresponding thereto throughout the world together, in each case, with the goodwill of this business connected with the use of, and symbolized by, each such trade name, trademark and service mark, but excluding any such registration that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Collateral), all inventions, processes, production methods, proprietary information, know-how and trade secrets, all licenses or user or other agreements granted to the Debtor with respect to any of the foregoing, in each case whether now or hereafter owned or used (including the licenses or other agreements with respect to any of the foregoing);

(j) all equipment (as defined in the Uniform Commercial Code) of the Debtor, including all Motor Vehicles (herein collectively called "Equipment");

(k) each contract and other agreement of the Debtor relating to the sale or other disposition of Inventory or Equipment;

(l) all documents of title (as defined in the Uniform Commercial Code) or other receipts of the Debtor covering, evidencing or representing Inventory or Equipment (herein collectively called "Documents");

(m) all rights, claims and benefits of the Debtor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by the Debtor, including any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment; and

(n) all other tangible and intangible personal property of the Debtor and all fixtures of the Debtor located on the real property described on Annex 3, including all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Debtor described in clauses (a) through (m) above (including any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by the Debtor in respect of any of the items listed above) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

2. Definitions. Each capitalized term used in this Exhibit A and not otherwise defined shall have the following meaning (any reference in this Exhibit A to any contract or instrument shall mean such contract or instrument and all schedules, exhibits and attachments thereto as amended, supplemented or modified and in effect from time to time and any reference in this Exhibit A to any Person in any capacity shall include its successors and assigns in such capacity and, in the case of any Government Authority, any Person succeeding to its functions and capacities):

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1. "Administrative Agent" shall mean Heller Financial, Inc., a Delaware corporation.
2. "Allied" shall mean Allied Waste Industries, Inc., a Delaware corporation.
3. "BFGSI" shall mean Browning-Ferris Gas Services, Inc., a Delaware corporation.
4. "Collateral Agent" shall mean Heller Financial, Inc., a Delaware corporation.
5. "Credit Agreement" shall mean the Credit Agreement dated as of April 26, 2000, among GRS, LGM, the Administrative Agent, the Collateral Agent, and certain lenders (as modified, amended or supplemented and in effect from time to time).
6. "Debt" shall mean, with respect to any Person, without duplication, all obligations, whether now existing or hereafter created, contingent or otherwise, that, in accordance with GAAP, should be classified as liabilities upon the balance sheet of an obligor under the accrual method of accounting, or to which reference should be made by footnotes thereto, including in any event and whether or not so classified: (a) all obligations of such Person, whether contingent or otherwise, for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person, whether contingent or otherwise, to pay the deferred purchase price of property or services (excluding payment obligations under agreements for the purchase of goods and services in the normal course of business which are not more than 90 days past due or are matters subject to a good faith contest), (d) all obligations of such Person under any lease of personal property, which, in accordance with GAAP, would be required to be capitalized on a balance sheet of the lessee thereof, (e) all Debt of others to the extent guaranteed directly or indirectly by such Person, (f) all Debt, whether contingent or otherwise, under letters of credit issued for the account of such Person, (g) all obligations of such Person, whether contingent or otherwise, under trade or bankers' acceptances, (h) all obligations of others, whether contingent or otherwise, secured by any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangements, encumbrance, security agreement or lien of any kind or nature whatsoever upon property owned by any such Person, whether or not assumed, and (i) all net obligations of such Person, whether contingent or otherwise, under any agreement providing for swaps, ceiling rates, ceiling and floor rates, contingent participation or other hedging mechanisms with respect to the payment of interest.
7. "Depository Agreement" shall mean the Deposit and Disbursement Agreement dated as of April 26, 2000, among GRS, LGM, the Collateral Agent

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and the Depository Bank (as modified, amended or supplemented and in effect from time to time).

8. "Depository Bank" shall mean Wilmington Trust Company, a Delaware banking corporation.
9. "Electrical Generating Facility" shall mean, for any Project, such Project's facilities, equipment, and associated structures, including all associated gas or electric interconnection systems, internal combustion engines, boilers, steam turbines, cooling towers, generators, transformers, electrical switch gear, controls, fuel treatment equipment and similar equipment, installed for the purpose of generating electrical energy.
10. "Financing Documents" shall mean, collectively, all agreements and instruments relating to the financing of the acquisition by GRS of 100% of the issued and outstanding capital stock of BFGSI from Allied and evidencing or securing the Secured Obligations and the Unsecured Obligations.
11. "GAAP" shall mean generally accepted accounting principles in the United States as in effect from time to time.
12. "Governmental Approval" shall mean any consent, license, approval, registration, permit, sanction or other authorization of any nature which is required to be granted by any Governmental Authority (a) for the formation of the Debtor, (b) for the enforceability of any Transaction Document, the incurrence of any Debt contemplated thereunder, the granting of any Lien and Security Interest thereunder or the making of any payments contemplated thereunder, (c) for the construction, ownership, operation and maintenance of any Project and (d) for all such other matters as may be necessary in connection with any Project or the performance of any Person's material obligations under any Transaction Document.
13. "Governmental Authority" shall mean any government, governmental department, ministry, commission, board, bureau, agency, regulatory authority, central bank, instrumentality of any government (central or state), judicial, legislative or administrative body, federal, state or local, having jurisdiction over the matter or matters in question.
14. "GRS" shall mean Gas Recovery Systems, Inc., a California corporation.
15. "Guarantee and Security Agreement" shall mean the Guarantee and Security Agreement dated as of April 26, 2000, between the Collateral Agent and the following entities: Alternative Power Limited Partnership, a Texas limited partnership; BFGSI of Illinois, Inc., an Illinois corporation; BFGSI; Catpac Two, Inc., a California corporation; Comcor Environmental Limited, an Ontario,

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Canada corporation; Gas Recovery Corporation, Inc., a California corporation; Gas Recovery Corporation II, Inc., a California corporation; Kapaa Generating Partners, a California limited partnership; Landfill Generating Partners, a California limited partnership; and LGM (as modified, amended or supplemented and in effect from time to time).

16. "Intercreditor Agreement" shall mean the Collateral Agency and Intercreditor Agreement dated as of April 26, 2000 by and among GRS, the Administrative Agent, the Collateral Agent, the Depository Bank and certain lenders (as modified, amended or supplemented and in effect from time to time).

17. "LGM" shall mean Landfill Gas Management, L.L.C., an Illinois limited liability company.

18. "Lien" shall mean any pledge, hypothecation, assignment, lien, claim, security interest, mortgage, trust arrangement, charge, easement, encumbrance, title retention, preferential right, option to purchase contained in any Power Purchase Agreement and, with respect to securities, any purchase option, call or similar right or any other security agreement, arrangement or similar right in favor of any Person.

19. "Motor Vehicle:" shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

20. "Obligations" shall mean, with respect to any Debt of any Person (collectively, without duplication): (a) all debt, financial liabilities and obligations of such Person of whatsoever nature and howsoever evidenced (including principal, interest, fees, reimbursement obligations, cash cover obligations, penalties, indemnities and legal and other expenses, whether due after acceleration or otherwise) to the providers or holders of such Debt or to any agent, trustee or other representative of such providers or holders of such Debt under or pursuant to each agreement, document or instrument evidencing, securing, guaranteeing or relating to such indebtedness, financial liabilities or obligations relating to such Debt (including Financing Documents applicable to such Debt (if any)), in each case, direct or indirect, primary or secondary, fixed or contingent, now or hereafter arising out of or relating to any such agreement, document or instrument; (b) any and all sums advanced by the Collateral Agent or any other Person in order to preserve the Collateral or any other collateral securing such Debt or to preserve the Liens and Security Interests in the Collateral or any other collateral, securing such Debt and (c) the costs and expenses of collection and enforcement of the obligations referred to in clauses (a) and (b) (including (i) the costs and expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on any Collateral or any other collateral, (ii) the costs and expenses of any exercise by the Collateral Agent or

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any other Person of its rights under the security documents and (iii) reasonable attorneys' fees and court costs).

21. "Person" shall mean any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, institution, Governmental Authority or any other entity.

22. "Power Purchase Agreement" shall mean each power purchase agreement between GRS, any of its Subsidiaries or LGM and a utility or other power purchaser in connection with the sale of electrical energy produced by an Electrical Generating Facility (as modified, amended or supplemented and in effect from time to time).

23. "Project" shall mean any of the projects set forth on Annex 5.

24. "Project Agreements" shall mean, individually and collectively, (a) each of the project agreements set forth on Annex 4, together with all exhibits, schedules, annexes, supplements, amendments and waivers relating thereto, (b) all other construction, management, operation, maintenance, gas sale, gas supply, and power purchase agreements, easements, leases of Property, and related consents and assignments thereto and (c) any contract or undertaking to which GRS is a party relating to the development, construction, ownership, operation, management, administration or maintenance of any Project, entered into after the closing date, but excluding any Financing Document.

25. "Property" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

26. "Secured Obligations" shall mean, collectively, all obligations of GRS with respect to (a) the principal of and premium, if any, and interest on (without duplication of any of the preceding), the loans made by the Senior Lenders pursuant to the Credit Agreement and (b) any agreement providing for swaps, ceiling rates, ceiling and floor rates, contingent participation or other hedging mechanisms with respect to the payment of interest between GRS and any Senior Lender or Bank of America NT&SA.

27. "Secured Parties" shall mean the Senior Lenders, the Collateral Agent, and, in each case to the extent the same or Bank of America NT&SA, is, or by operation of the Intercreditor Agreement becomes, a party to the Intercreditor Agreement.

28. "Security Agreement" shall mean the Security Agreement dated as of April 26, 2000, between GRS and the Collateral Agent (as modified, amended or supplemented and in effect from time to time).

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29. “Security Documents” shall mean, collectively, the Intercreditor Agreement, the Depositary Agreement, the Security Agreement, the Guarantee and Security Agreement and each additional document, agreement or instrument providing or intending to provide collateral security to the Senior Lenders (as and when executed).
30. “Security Interest” shall mean any Lien on the Collateral or any other collateral purported to be granted to the Collateral Agent for the benefit of one or more of the Secured Parties (or any trustee, sub-agent or other Person acting for or on behalf of the Collateral Agent) pursuant to any applicable Security Document.
31. “Senior Lenders” shall mean Heller Financial, Inc., a Delaware corporation, and Hudson United Bank (an assignee of Banc of America Commercial Finance Corporation, a Delaware corporation).
32. “Subsidiary” shall mean, for any Person, any corporation, partnership or other entity of which at least a majority of the securities or other ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other Person performing similar functions of such corporation, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.
33. “Transaction Documents” shall mean, collectively, (a) the Stock Purchase Agreement dated as of July 9, 1999 between Allied and GRS, as amended by the First Amendment to Stock Purchase and Management Agreements dated as of March 2, 2000 and as further amended by the Second Amendment to Stock Purchase and Management Agreements dated as of April 24, 2000, (b) the Financing Documents, and (c) the Project Agreements.
34. “Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.
35. “Unsecured Obligations” shall mean the obligations of GRS under any agreement providing for swaps, ceiling rates, ceiling and floor rates, contingent participation or other hedging mechanisms with respect to the payment of interest between GRS and a Person, other than a Senior Lender or Bank of America NT&SA, whose rights with respect to such agreement are not to be secured by the Collateral, in each case the long-term unsecured senior debt of which is rated at least “A” or its equivalent by rating agencies at the time of execution of such agreement.

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ASSIGNED AGREEMENTS

Gas Recovery Services of Illinois, Inc.

<u>Site Names</u>	<u>Assigned Agreements</u>
Quad Cities	<p>[NOTE: The project agreements below name the original parties to the agreements, including BFGSI of Illinois, Inc., now known as Gas Recovery Services of Illinois, Inc. In other cases, these agreements have been subsequently assigned by the named parties to BFGSI of Illinois, Inc.]</p> <p>Qualified Solid Waste Energy Facilities Contract dated August 9, 1996 between MidAmerican Energy Company and Browning-Ferris Gas Services Inc.</p>
	General Assignment, Conveyance and Bill of Sale between Browning-Ferris Gas Services, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Site Lease Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Operation and Maintenance Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Gas Sale & Purchase Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
Mallard Lake	Agreement dated February 7, 1995 between the Forest Preserve District DuPage County, Illinois and E&E Hauling, Inc.
	Bill of Sale, Severance and Reconveyance Agreement dated July , 1997 between E&E Hauling, Inc. and BFGSI, L.L.C.
	Landfill Gas License Assignment dated July , 1997 between E&E Hauling, Inc. and BFGSI, L.L.C.
	Bill of Sale, Severance and Reconveyance Agreement dated July , 1997 between BFGSI, L.L.C. and BFGSI Series 1997-A Trust.
	Amended and Restated Agreement for Operation of Landfill dated June 1, 1992 between Forest Preserve District of DuPage County, Illinois and E&E Hauling, Inc.

EXHIBIT A TO UCC-1 FINANCING STATEMENT OF
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<u>Site Names</u>	<u>Assigned Agreements</u>
	[NOTE: The project agreements below name the original parties to the agreements, including BFGSI of Illinois, Inc., now known as Gas Recovery Services of Illinois, Inc. In other cases, these agreements have been subsequently assigned by the named parties to BFGSI of Illinois, Inc.]
	Site Sublicense Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Operation and Maintenance Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Landfill Gas Sales Agreement dated as of September 1, 1997, between BFGSI Series 1997-A Trust and Browning-Ferris Gas Services, Inc.
South Barrington	Order of the State of Illinois Commerce Commission Re: Browning-Ferris Gas Services, Inc.'s Petition for a determination that an electric generating facility fueled by landfill-generated methane and to be located at the northeast corner of Barrington Road and Mundhank Road in South Barrington, Illinois 60010, is a qualified solid waste facility as defined in Section 8-403.1 of the Illinois Public Utilities Act.
	Site Lease Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Operation and Maintenance Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Gas Sale & Purchase Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	General Assignment, Conveyance and Bill of Sale between Browning-Ferris Gas Services, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
Rockford	Order of the State of Illinois Commerce Commission Re: Alternative Power Limited Partnership's Petition for a determination that an electric generating facility fueled by landfill-generated methane and to be located at the Waukegan Landfill and the Rockford Landfill are qualified solid waste facilities as defined in Section 8-403.1 of the Illinois Public Utilities Act.
	Site Lease Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.

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<u>Site Names</u>	<u>Assigned Agreements</u>
	[NOTE: The project agreements below name the original parties to the agreements, including BFGSI of Illinois, Inc., now known as Gas Recovery Services of Illinois, Inc. In other cases, these agreements have been subsequently assigned by the named parties to BFGSI of Illinois, Inc.]
	Operation and Maintenance Agreement between BFI Waste Systems of North America, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.
	Landfill Gas Sales Agreement (Rockford) dated as of September 1, 1997, between BFGSI Series 1997-A Trust and Browning-Ferris Gas Services, Inc.
	General Assignment, Conveyance and Bill of Sale between Browning-Ferris Gas Services, Inc. and BFGSI of Illinois, Inc. dated as of April 24, 2000.

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LIST OF SHARES OF COMMON STOCK, PARTICIPATIONS, PARTNERSHIP INTERESTS, LIMITED LIABILITY COMPANY INTERESTS OR OTHER INTERESTS IN THE PROPERTY OF THE ISSUERS

Gas Recovery Services of Illinois, Inc.

None.

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ANNEX 3

REAL PROPERTY DESCRIPTION

South Barrington

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GAS RECOVERY SERVICES OF ILLINOIS, INC.

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South
Annex 3
Barrington

LEGAL DESCRIPTION OF LANDFILL PROPERTY

THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25 AND ALSO THE EAST 30 ACRES OF THE SOUTH 55 ACRES OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PIN Nos.:

01-25-400-001

01-25-301-003

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EXHIBIT A

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EXHIBIT 2 SITE AND EASEMENT DEPICTION

The parties to this Site Lease Agreement have included the attached description as a depiction of the general location of the Site granted to Lessee hereunder. The intent of the parties is to describe the Site sufficiently to allow the parties to undertake their rights and obligations under this Agreement in accordance with their terms. The parties agree that in the event that surveys are conducted which more accurately depict the Site and/or more accurate descriptions are located, that such a description shall be used to replace any and all less accurate descriptions contained in this Exhibit 2.

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EXHIBIT 2

SITE DESCRIPTION

South Barrington

55 E Mundhank Rd., So Barrington IL 60010

The plant is located in an area of approximately 0.5 acres in the northwest corner of the closed landfill within a block brick wall enclosure.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
Menlo Park	Power Sales Agreement dated April 15, 1982 between Gas Recovery Systems, Inc. and Pacific Gas & Electric Company (Menlo Park).
	Gas Lease Agreement made April 13, 1982 between the City of Menlo Park and Gas Recovery Systems, Inc. (Menlo Park).
	Amendments dated April 17, 1987 and December 22, 1988 to contract in #1 above (Menlo Park).
	Agreement for Electrical Standby Service dated December 6, 1982 between Gas Recovery Systems, Inc. and Pacific Gas & Electric Company (Menlo Park).
	Special Agreement for Electrical Standby Service dated August 11, 1994 between Genstar Gas Recovery Systems (Menlo Park).
	Agreement for Operation and Maintenance dated June 23, 1992 between City of Menlo Park and Laidlaw Gas Recovery Systems, Inc. (Menlo Park).
	Bill of Sale and Assignment dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (equipment at Menlo Park, Guadalupe, Newby and American Canyon).
	Assignment of Tenant's interest in leases dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (gas leases re American Canyon, Menlo Park, Newby and Guadalupe).
	Operation and Maintenance Agreement dated December 1, 1997 between Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (landfills at Newby, Menlo Park, Guadalupe and American Canyon).
	Sublease dated November 25, 1997 between Allied Gas Recovery Systems, LLC and Gas Recovery Systems, Inc.
	Gas Sales & Purchase Agreement dated December 1, 1997 between Allied Gas Recovery Systems, LLC (Seller) and Gas Recovery Systems, Inc. (Buyer) (American Canyon, Guadalupe, Menlo Park and Newby Island).

EXHIBIT A TO UCC-1 FINANCING STATEMENT OF
GAS RECOVERY SERVICES OF ILLINOIS, INC.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
Guadalupe	Power Sales Agreement dated June 17, 1982 between Gas Recovery Systems, Inc. and Pacific Gas & Electric Company (Guadalupe).
	Power Purchase Agreement dated November 16, 1983 between Gas Recovery Systems and Pacific Gas & Electric Company, as amended by the First Amendment dated December 23, 1988 (Guadalupe).
	Gas Lease Agreement dated October 6, 1982 between Guadalupe Rubbish Disposal Company, Inc. and Gas Recovery Systems (Guadalupe).
	Agreement for Special Facilities for Parallel Operation of Nonutility-Owned Generation dated December 21, 1983 between Gas Recovery Systems, Inc. and Pacific Gas & Electric Company (Guadalupe).
	Agreement for Electrical Standby Service dated October 19, 1983 between Gas Recovery Systems, Inc. and Pacific Gas & Electric Company (Guadalupe).
	Bill of Sale and Assignment dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (equipment at Menlo Park, Guadalupe, Newby and American Canyon).
	Assignment of Tenant's interest in leases dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (gas leases re American Canyon, Menlo Park, Newby and Guadalupe).
	Operation and Maintenance Agreement dated December 1, 1997 between Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (landfills at Newby, Menlo Park, Guadalupe and American Canyon).
	Sublease dated November 25, 1997 between Allied Gas Recovery Systems, LLC and Gas Recovery Systems, Inc.
	Gas Sales & Purchase Agreement dated December 1, 1997 between Allied Gas Recovery Systems, LLC (Seller) and Gas Recovery Systems, Inc. (Buyer) (American Canyon, Guadalupe, Menlo Park and Newby Island).
Newby Island	Power Purchase Agreement dated November 16, 1983 between Gas Recovery Systems and Pacific Gas & Electric Company, as amended by

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	the First Amendment dated October 18, 1989 (Newby).
	Commercial Gas Production Agreement made October 12, 1981 between International Disposal Corp. of California and Gas Recovery Systems, Inc. (Newby).
	Amendment dated August 26, 1982 to Commercial Gas Production Agreement dated October 12, 1981 between International Disposal Corp. of California and Gas Recovery Systems (Newby).
	Amendment dated November 1, 1994 to Commercial Gas Production Agreement dated October 12, 1991 between International Disposal Corp. of California and Gas Recovery Systems (Newby).
	Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation dated May 15, 1984 between Gas Recovery Systems, Inc. and Pacific Gas & Electric Company (Newby).
	Bill of Sale and Assignment dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (equipment at Menlo Park, Guadalupe, Newby and American Canyon).
	Assignment of Tenant's interest in leases dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (gas leases re American Canyon, Menlo Park, Newby and Guadalupe).
	Operation and Maintenance Agreement dated December 1, 1997 between Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (landfills at Newby, Menlo Park, Guadalupe and American Canyon).
	Sublease dated November 25, 1997 between Allied Gas Recovery Systems, LLC and Gas Recovery Systems, Inc.
	Gas Sales & Purchase Agreement dated December 1, 1997 between Allied Gas Recovery Systems, LLC (Seller) and Gas Recovery Systems, Inc. (Buyer) (American Canyon, Guadalupe, Menlo Park and Newby Island).

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
American Canyon	Power Purchase Agreement dated January 3, 1985 between Gas Recovery Systems, Inc. and Pacific Gas & Electric Company (American Canyon).
	Gas Lease Agreement dated August 19, 1983 between American Canyon Sanitary Landfill Co. and Genstar Gas Recovery Systems (American Canyon).
	Amendment dated October 14, 1985 to Gas Lease dated August 19, 1983 between American Canyon Sanitary Landfill Co., Inc. and Genstar Gas Recovery Systems (American Canyon).
	Amendment dated August 19, 1983 between American Canyon Sanitary Landfill Co., Inc. and Gas Recovery Systems (changes name) (American Canyon).
	Amendment dated February 2, 1995 to contract in 5A above (American Canyon).
	Amendment dated December 1, 1997 to contract in 5A (American Canyon).
	Purchase Agreement dated March 1, 1985 between Gas Recovery Systems and Paul Munroe, Inc. (American Canyon).
	Agreement for Electrical Standby Service dated October 7, 1985 between Gas Recovery Systems and Pacific Gas & Electric Company (American Canyon).
	Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation dated October 7, 1985 between Gas Recovery Systems and Pacific Gas & Electric Company (American Canyon).
	Bill of Sale and Assignment dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (equipment at Menlo Park, Guadalupe, Newby and American Canyon).
	Assignment of Tenant's interest in leases dated November 21, 1997 between Laidlaw Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (gas leases re American Canyon, Menlo Park, Newby and

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Guadalupe).
	Operation and Maintenance Agreement dated December 1, 1997 between Gas Recovery Systems, Inc. and Allied Gas Recovery Systems, LLC (landfills at Newby, Menlo Park, Guadalupe and American Canyon).
	Sublease dated November 25, 1997 between Allied Gas Recovery Systems, LLC and Gas Recovery Systems, Inc.
	Gas Sales & Purchase Agreement dated December 1, 1997 between Allied Gas Recovery Systems, LLC (Seller) and Gas Recovery Systems, Inc. (Buyer) (American Canyon, Guadalupe, Menlo Park and Newby Island).
Coyote Canyon	Operation and Maintenance Agreement dated March 1, 1995 between Laidlaw Gas Recovery Systems, Inc. and Laidlaw Gas Limited Partnership (Delaware LP) (Coyote Canyon)
	Site Lease dated January 23, 1995 between the Irvine Company and Laidlaw Gas Recovery Systems, Inc. as amended November 21, 1996 and November 24, 1997 (Coyote Canyon).
	Power Purchase Agreement dated October 15, 1994 between Gas Recovery Systems and Southern California Edison Company as amended March 18, 1986 and January 27, 1988. (Coyote Canyon)
	Amendment No. 1 dated March 18, 1986 amending Power Purchase Agreement between Gas Recovery Systems and Southern California Edison Company. (Coyote Canyon)
	Amendment No. 2 dated January 27, 1988 to Power Purchase Agreement between Gas Recovery Systems and Southern California Edison Company. (Coyote Canyon)
	Gas Sales Agreement dated January 23, 1995 between Laidlaw Gas Limited Partnership and Laidlaw Gas Recovery Systems, Inc. (Coyote Canyon).
	Amended and Restated Refuse Gas Lease and Agreement dated January 23, 1995 between The Irvine Company and Laidlaw Gas Limited

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Partnership (Coyote Canyon).
	Successor Refuse Gas Lease and Agreement dated January 23, 1995 between The Irvine Company and Laidlaw Gas Recovery Systems, Inc. (Coyote Canyon).
	Amendment dated January 14, 1999 to Waste Pipeline Easement Agreement (Coyote Canyon).
	Amended and Restated Limited Partnership Agreement dated March 1, 1995 among Laidlaw Gas Recovery Systems, Inc., Laidlaw Gas Recovery Corporation, Inc. and State Street Bank Investments.
	Bill of Sale dated January 23, 1995 between Laidlaw Gas Recovery Systems, Inc. and Laidlaw Gas Limited Partnership.
	Promissory Note dated January 23, 1995 between Laidlaw Gas Recovery Systems, Inc. and Laidlaw Gas Limited Partnership.
	Promissory Note dated March 1, 1995 between Laidlaw Gas Recovery Corporation, Inc. and State Street Bank Investments, Inc.
	Purchase Money Security Agreement dated January 23, 1995 between Laidlaw Gas Limited Partnership and Laidlaw Gas Recovery Systems, Inc.
	Allonge to Contingent Note dated September 1, 1996 among Laidlaw Gas Recovery Corporation, Inc., Laidlaw Gas Recovery Systems, Inc. and State Street Bank Investments, Inc.
	Security Agreement dated March 1, 1995 between State Street Bank Investments, Inc. and Laidlaw Gas Recovery Corporation, Inc.
	Transfer and Put Option Agreement dated March 1, 1995 among Laidlaw Gas Recovery Corporation, Inc., Laidlaw Gas Recovery Systems, Inc. and State Street Bank Investments, Inc.
	Guaranty Agreement dated March 1, 1995 among State Street Bank Corporation, Laidlaw Gas Recovery Corporation, Inc. and Laidlaw Gas Recovery Systems, Inc.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Management Agreement dated March 1, 1995 between Laidlaw Gas Limited Partnership and Laidlaw Gas Recovery Systems, Inc.
	Application and Contract for Interconnection Facilities Plus Operation and Maintenance dated February 1, 1986 between Gas Recovery Systems and Southern California Edison Company. (Coyote Canyon)
	Purchase Agreement Landfill Gas Steam Electrical Generating Plant dated March 31, 1986 between Gas Recovery Systems and Ebasco Services Incorporated (Coyote Canyon)
Sacramento	Operation and Maintenance Agreement dated March 1, 1995 between Laidlaw Gas Recovery Systems, Inc. and Laidlaw Gas Limited Partnership (Sacramento).
	Management Agreement dated March 1, 1995 between Laidlaw Gas Limited Partnership and Laidlaw Gas Recovery Systems, Inc. (Sacramento).
	Gas Purchase & Sale Agreement dated March 11, 1987 between California Almond Growers Exchange and Gas Recovery Systems assigned to Laidlaw Gas Limited Partnership, March 24, 1995 (Sacramento).
	Gas Lease Agreement dated January 21, 1987 between the City of Sacramento and Genstar Gas Recovery Systems (Sacramento).
	Modification Agreement dated May 7, 1990 between the City of Sacramento and Gas Recovery Systems (Sacramento).
	Amended and Restated Limited Partnership Agreement dated March 1, 1995 among Laidlaw Gas Recovery Systems, Inc., Laidlaw Gas Recovery Corporation, Inc. and State Street Bank Investments.
	Bill of Sale dated January 23, 1995 between Laidlaw Gas Recovery Systems, Inc. and Laidlaw Gas Limited Partnership.
	Promissory Note dated January 23, 1995 between Laidlaw Gas Recovery Systems, Inc. and Laidlaw Gas Limited Partnership.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Promissory Note dated March 1, 1995 between Laidlaw Gas Recovery Corporation, Inc. and State Street Bank Investments, Inc.
	Purchase Money Security Agreement dated January 23, 1995 between Laidlaw Gas Limited Partnership and Laidlaw Gas Recovery Systems, Inc.
	Allonge to Contingent Note dated September 1, 1996 among Laidlaw Gas Recovery Corporation, Inc., Laidlaw Gas Recovery Systems, Inc. and State Street Bank Investments, Inc.
	Security Agreement dated March 1, 1995 between State Street Bank Investments, Inc. and Laidlaw Gas Recovery Corporation, Inc.
	Transfer and Put Option Agreement dated March 1, 1995 among Laidlaw Gas Recovery Corporation, Inc., Laidlaw Gas Recovery Systems, Inc. and State Street Bank Investments, Inc.
	Guaranty Agreement dated March 1, 1995 among State Street Bank Corporation, Laidlaw Gas Recovery Corporation, Inc. and Laidlaw Gas Recovery Systems, Inc.
Orange County	Landfill Gas Lease and Operating Agreement dated May 26, 1987 between Cambrian Energy Systems (California LP) and County of Orange (Orange County).
	Assignment of Lease dated September 11, 1987 between Cambrian Energy Systems and Solar Turbines Inc. (Orange County)
	Assignment and Consent to Assignment of Lease dated December 19, 1988 between Solar Turbines Inc., Landfill Energy Partners I (California LP) (Orange County).
	Consent to Assignment and Sublease dated December 21, 1988 between County of Orange, Solar Turbines Inc., Landfill Energy Partners I (California LP), and Landfill Generating Partners I (California LP) (Orange County).
	Conversion Plant Sublease dated December 21, 1988 between Landfill Energy Partners I and Landfill Generating Partners I (Orange County).

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	First Amended and Restated Operation and Maintenance Agreement dated December 22, 1987 between Landfill Generating Partners I and Solar Turbines Inc. (Orange County).
	Gas Sale and Purchase Agreement dated January 1, 1989 between Landfill Energy Partners I and Landfill Generating Partners I (Orange County).
	Revised Gas Sales Agreement dated July 15, 1991 between Landfill Energy Partners I and Landfill Generating Partners I (Orange County).
	Operating Agreement and Sub Permit for Conversion Systems dated April 15, 1982 between Cambrian Energy Systems, Inc. and Herzog Contracting Corp.
	Revised Agreement of Limited Partnership of Landfill Energy Partners I dated June 15, 1991 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Third Amended and Restated Agreement of Limited Partnership of Landfill Generating Partners I dated September 15, 1989 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Option Agreement dated July 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Management Agreement dated June 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Power Sales Agreement dated May 11, 1987 between Cambrian Energy Systems and Orange and Rockland Utilities, Inc.
	Assignment, Consent to Assignment and Agreement dated October 13, 1988 among Orange and Rockland Utilities, Inc., Cambrian Energy Systems and Orange Generating Partners.
	Assignment, Consent to Assignment and Agreement dated January 25, 1989 among Orange and Rockland Utilities, Inc. and Landfill Generating Partners I.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Utility Consent to Assignment and Agreement dated December 13, 1990 among Orange and Rockland Utilities, Inc., Landfill Generating Partners I, Landfill Energy Partners I and Solar Turbines Incorporated.
	Revised Energy Operation and Maintenance Agreement (compressor system) dated July 15, 1991 between Gas Recovery Systems and Solar Turbines Inc. (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
	Revised Generating, Operation and Maintenance Agreement (Power Plant) between CATPAC Two Inc. and Solar Turbines Inc. dated July 15, 1991 (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
Sycamore	Assignment of Lease made June , 1982 between Cambrian Energy Systems, Inc. and Central Plants, Inc. (Sycamore).
	Agreement Providing Permit to Extract Methane Gas from County Landfills [undated] between Herzog Contracting Corp. and San Diego County.
	Amendment to Agreement Providing Permit to Extract Methane Gas from County Landfills dated November 22, 1983 between Herzog Contracting Corp. and San Diego County.
	Amendment to Methane Extraction Permit & Operating Agreement dated September 30, 1986 between Herzog Contracting Corp. and San Diego County (Sycamore).
	Consent to Assignment and Amendment dated May 12, 1988 between Herzog Contracting Corp., Pacific Energy and Solar Turbines Inc. (Sycamore).
	Assignment of Lease dated November 2, 1988 between Solar Turbines Inc. and Pacific Energy (Sycamore).
	Assignment of Operating Agreement dated December 16, 1988 between Solar Turbines Inc. and Landfill Energy Partners I (Sycamore).

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Amendment providing permit to extract methane dated ?, 1980? between Herzog Contracting Corp. and County of San Diego (Sycamore).
	Amendment to agreement providing operating permit to extract methane dated July 3, 1990 between San Diego County and Herzog Contracting Corp. and Landfill Energy Partners I (Sycamore).
	Amended and Restated Operation and Maintenance Agreement dated between Landfill Energy Partners I and Solar Turbines Inc. (Sycamore).
	Power Plant Sub-Permit dated December 19, 1988 between Landfill Energy Partners I and Landfill Generating Partners I (Sycamore).
	Gas Sale Agreement dated December 19, 1988 between Landfill Energy Partners I and Landfill Generating Partners I (Sycamore).
	Revised Gas Sale Agreement dated July 15, 1991 between Landfill Energy Partners I and Landfill Generating Partners I (Sycamore).
	Power Purchase Agreement dated December 29, 1983 between Central Plants, Inc. and San Diego Gas & Electric Company (Sycamore).
	Undated assignment of contract in 33A (Sycamore).
	Assignment dated November 2, 1988 of contract in 33A (Sycamore).
	Amendment dated November 16, 1988 to Power Purchase Agreement between SDG&E and Central Plants Inc. between SDG&E and Caterpillar Capital Company, Inc. (Sycamore).
	Agreement dated September 27, 1988 between San Diego Gas & Electric Company and County of San Diego Department of Public Works, Solid Waste Enterprises Fund and Solar Turbines Inc. (Sycamore).
	Amendment dated December 22, 1988 to Power Purchase Agreement dated December 29, 1983 between SDG&E and Caterpillar Capital Company, Inc. (Sycamore).
	Agreement dated September 27, 1988 between SDGEC, County of San Diego, Solid Waste Enterprise Fund and Solar Turbines Inc. for extension.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	and construction of overhead facilities (Sycamore).
	Agreement regarding sharing of expenses for extension of overhead facilities between Solar Turbines Inc. and the County of San Diego (Sycamore).
	Revised Agreement of Limited Partnership of Landfill Energy Partners I dated June 15, 1991 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Third Amended and Restated Agreement of Limited Partnership of Landfill Generating Partners I dated September 15, 1989 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Option Agreement dated July 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Management Agreement dated June 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Revised Energy Operation and Maintenance Agreement (compressor system) dated July 15, 1991 between Gas Recovery Systems and Solar Turbines Inc. (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
	Revised Generating, Operation and Maintenance Agreement ((Power Plant) between CATPAC Two Inc. and Solar Turbines Inc. dated July 15, 1991 ((Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
San Marcos	Operating Agreement and Sub-Permit dated April 15, 1982 between Cambrian Energy Systems, Inc. and Herzog Contracting Corp. (San Marcos).
	Assignment of Lease dated June , 1982 between Cambrian Energy Systems, Inc. and Central Plants, Inc. (San Marcos).
	Amendment to agreement providing landfill operator a permit dated November 22, 1983 between Herzog Contracting Corp. and San Diego County (San Marcos).

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Assignment of Operating Agreement dated October 22, 1984 between Central Plants, Inc. and Pacific Lighting Energy Systems (San Marcos).
	Amendment to agreement providing landfill operator a permit dated September 30, 1986 between Herzog Contracting Corp. and San Diego County (San Marcos).
	Amendment to agreement providing landfill operator a permit dated October 11, 1985 between Herzog Contracting Corp. and San Diego County (San Marcos).
	Consent to Assignment and Contract and Permit Amendment made May 13, 1988 between Herzog Contracting Corp., Pacific Energy and Solar Turbines Inc. (San Marcos).
	Assignment of Operating Agreement dated May 12, 1989 between Solar Turbines Inc. and Landfill Energy Partners I (San Marcos).
	Assignment of Lease dated November 2, 1988 between Solar Turbines Inc. and Pacific Energy (San Marcos).
	Amendment to agreement providing landfill operator a permit dated July 3, 1990 between San Diego County, Herzog Contracting Corp. and Landfill Energy Partners I (San Marcos).
	Operation and Maintenance Agreement dated May 12, 1989 between Landfill Energy Partners I and Solar Turbines Inc. (San Marcos).
	Operation and Maintenance Agreement dated May 12, 1989 between Landfill Energy Partners I and Solar Turbines Inc. (San Marcos).
	Power Plant Sub-Permit dated May 12, 1989 between Landfill Energy Partners I and Landfill Generating Partners I (San Marcos).
	Gas Sale Agreement dated May 12, 1989 between Landfill Energy Partners I and Landfill Generating Partners I (San Marcos).
	Revised Gas Sale Agreement dated July 15, 1991 between Landfill Energy Partners I and Landfill Generating Partners I (San Marcos).

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Power Purchase Agreement dated December 29, 1983 between San Diego Gas & Electric Company and Central Plants, Inc. (San Marcos).
	Undated assignment of Item 47A to PLES (San Marcos).
	Assignment dated November 2, 1988 by PLES to Solar (San Marcos).
	Amendment dated November 16, 1988 (amending S04 Power Purchase Agreement re San Marcos) between SDG&E and Caterpillar Capital, Inc. (San Marcos).
	Amendment dated April 25, 1989 (amending S04 Power Purchase Agreement re San Marcos) between SDG&E and Caterpillar Capital, Inc. (San Marcos).
	Revised Agreement of Limited Partnership of Landfill Energy Partners I dated June 15, 1991 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Third Amended and Restated Agreement of Limited Partnership of Landfill Generating Partners dated September 15, 1989 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Option Agreement dated July 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Management Agreement dated June 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Revised Energy Operation and Maintenance Agreement (compressor system) dated July 15, 1991 between Gas Recovery Systems and Solar Turbines Inc. (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
	Revised Generating, Operation and Maintenance Agreement ((Power Plant) between CATPAC Two Inc. and Solar Turbines Inc. dated July 15, 1991 (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
Santa Cruz	Landfill Gas Lease and Operating Agreement dated December 12, 1994 between Cambrian Energy Systems (California LP) and City of Santa Cruz

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	(Santa Cruz).
	Amendment to Landfill Gas Lease dated June 29, 1988 between City of Santa Cruz and Solar Turbines Inc. (Santa Cruz).
	Amendment to Landfill Gas Lease dated January 11, 1989 between City of Santa Cruz, Solar Turbines Inc., Caterpillar Energy Partners I, Caterpillar Generating Partners I and Santa Cruz Public Improvement Finance Corp. (Santa Cruz).
	Conversion Plant Sublease dated November 21, 1988 between Caterpillar Energy Partners I and Caterpillar Generating Partners I (Santa Cruz).
	Amended and Restated Operation and Maintenance Agreement dated December 21, 1988 between Landfill Energy Partners I and Solar Turbines Inc. (Santa Cruz).
	Amendment to O&M Agreement dated December 21, 1988 between Landfill Energy Partners I and Solar Turbines Inc. (Santa Cruz).
	Amended and Restated Gas Purchase Agreement dated November 21, 1988 between Landfill Energy Partners I and Landfill Generating Partners I (Santa Cruz).
	Amendment to Amended and Restated Gas Sale Agreement dated November 21, 1988 between Landfill Energy Partners I and Landfill Generating Partners I (Santa Cruz).
	Revised Gas Sale Agreement dated July 15, 1991 between Landfill Energy Partners I and Landfill Generating Partners I (Santa Cruz).
	Power Purchase Agreement dated April 12, 1985 between Pacific Lighting Energy Systems and Pacific Gas & Electric Company (Santa Cruz).
	Amendment dated November 15, 1988 between Pacific Lighting Energy Systems and Pacific Gas & Electric Company to contract dated April 12, 1985 (Santa Cruz).
	Amendment dated February 17, 1989 between Pacific Lighting Energy Systems and Pacific Gas & Electric Company to contract dated April 12,

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	1985 (Santa Cruz).
	Consent to Assignment and Agreement dated November 18, 1987 between Pacific Gas & Electric Company, Pacific Lighting Energy Systems and Caterpillar Generating Partners I amending contract dated April 12, 1985 (Santa Cruz).
	Revised Agreement of Limited Partnership of Landfill Energy Partners I dated June 15, 1991 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Third Amended and Restated Agreement of Limited Partnership of Landfill Generating Partners I dated September 15, 1989 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Option Agreement dated July 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Management Agreement dated June 15, 1991 between Gas Recovery Systems and Landfill Energy Partners I.
	Revised Energy Operation and Maintenance Agreement (compressor system) dated July 15, 1991 between Gas Recovery Systems and Solar Turbines Inc. (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
	Revised Generating, Operation and Maintenance Agreement ((Power Plant) between CATPAC Two Inc. and Solar Turbines Inc. dated July 15, 1991 (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
Kapaa	Operation and Maintenance Agreement dated December 22, 1987 between Kapaa Energy Partners (California LP) and Solar Turbines Inc.
	Management Agreement dated June 15, 1991 between Gas Recovery Systems and Kapaa Energy Partners (Kapaa).
	Refuse Gas Agreement dated December 12, 1986 between City of Honolulu and Kapaa Energy Partners, as amended by Amendment No. 1 dated January 15, 1988, Amendment No. 2 dated August 30, 1990 and

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Amendment No. 3 dated August 4, 1992.
	Short Form Agreement dated May 27, 1988 between City of Honolulu and Kapaa Energy Partners.
	Short Form Lease dated May 12, 1987 between Castle Trustee and Kapaa Energy Partners.
	Conversion Plant Licence dated between Castle Trustee, Ameron Inc. and Kapaa Energy Partners (Kapaa).
	Conversion Plant Sub-Licence dated August , 1990 between Kapaa Energy Partners and Kapaa Generating Partners (Kapaa).
	Gas Sales and Purchase Agreement dated February 12, 1990 between Kapaa Energy Partners and Kapaa Generating Partners (Kapaa).
	Revised Gas Sales Agreement dated July 15, 1991 between Kapaa Energy Partners and Kapaa Energy Partners (Kapaa).
	Refuse Gas Lease and Agreement dated May 12, 1987 between Castle Trustees and Kapaa Energy Partners (Kapaa).
	Amendment No. 1 to Refuse Gas Lease and Agreement dated January 15, 1988 between Castle Trustees and Kapaa Energy Partners (Kapaa).
	Grant of Easement made May 9, 1991 between State of Hawaii and Kapaa Energy Partners (Kapaa).
	Power Purchase Contract for unscheduled energy dated March 31, 1986 between Hawaiian Electric Company, Inc. and Ameron, Inc. (Kapaa).
	Amendment dated May 12, 1987 between Hawaiian Electric Company, Inc. and Ameron, Inc. to contract dated March 31, 1986 (Kapaa).
	Amendment dated September 9, 1988 between Hawaiian Electric Company, Inc. and Kapaa Generating Partners to March 31, 1986 contract (Kapaa).

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Energy Sales Agreement dated July 8, 1988 between Kapaa Generating Partners and Ameron, Inc. (Kapaa).
	Revised Agreement of Limited Partnership of Kapaa Energy Partners dated June 15, 1991 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Assignment and Transfer of Partnership Interests dated July 15, 1991 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Partnership Interest Transfer Agreement dated July 15, 1991 between Catpac Two, Inc. and Solar Turbines Incorporated.
	Agreement of Limited Partnership of Kapaa Generating Partners [undated] between Catpac Two, Inc. and Ameron, Inc.
	Option Agreement dated July 15, 1991 between Kapaa Energy Partners and Gas Recovery Systems.
	Revised Energy Operation and Maintenance Agreement (compressor system) dated July 15, 1991 between Gas Recovery Systems and Solar Turbines Inc. (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
	Revised Generating, Operation and Maintenance Agreement (Power Plant) between CATPAC Two Inc. and Solar Turbines Inc. dated July 15, 1991 (Sycamore, San Marcos, Santa Cruz, Orange County and Kapaa).
Arbor Hills	Agreement dated March 31, 1994 between The Detroit Edison Company and Turbine Power Limited Partnership as amended by an agreement dated May 22, 1995 between the same parties.
	Agreement for the Sale of Landfill Gas dated September 1, 1997 between Arbor Hills Holdings, LLC and Browning-Ferris Gas Services, Inc.
Lyon	Amended and Restated Agreement dated __ between the Detroit Edison Company and Alternative Power Limited Partnership.
Pine Bend	Agreement dated September 20, 1994 between Northern States Power Company and Landfill Power LLC.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
	Agreement for Sale of Landfill Gas dated September 1, 1997 between Pine Bend Holdings, LLC and Landfill Power LLC.
Flying Cloud	Agreement dated September 20, 1994 between Northland Power Company and Landfill Power LLC.
C & C	Amended and Restated Power Purchase Agreement dated September 2, 1993 between Consumers Power Company and Granger Electric Company. Assignment dated August 30, 1993 between Granger Electric Company and Alternative Power Limited Partnership (provides for assignment of the above).
Vienna Junction	Contract for the Sale and Purchase of Processed Landfill Gas dated July 13, 1993 between Browning-Ferris Industries of Ohio and Michigan Inc and GM Powertrain, General Motors Corporation.
Chicopee	Agreement for the Sale of Power dated June 30, 1992 between City of Chicopee Municipal Lighting Plant and Alternative Power Limited Partnership.
East Bridgewater	Contract dated December 30, 1993 between City of Taunton Municipal Lighting Plant and Highland Power Corporation. Contract dated February 7, 1994 for assignment of electric power purchase agreement between Highland Power Corporation and Browning-Ferris Gas Services Inc., as amended by an agreement dated April 25, 1994 between the same parties.
	Agreement for the Sale of Phase I and Phase II Power dated October 1996 between City of Taunton Municipal Lighting Plant and Browning-Ferris Gas Services, Inc.
Charlotte Motor Speedway	Agreement for the Sale of Electric Power Generated from Landfill Gas dated December 19, 1997 between the City of Concord, North Carolina and Browning-Ferris Gas Services Inc.
Randolph	Agreement for the Sale of Electric Power Generated from Landfill Gas dated November 13, 1997 between Hingham Municipal Lighting Plant and Browning-Ferris Gas Services Inc.

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<u>Site Name</u>	<u>Project Agreement</u>
	[NOTE: The project agreements below name the original parties to the agreements. In many cases, these agreements have been subsequently assigned by the named parties.]
Halifax	Agreement for the Sale of Power dated May 11, 1995 between City of Taunton Municipal Lighting Plant and Browning-Ferris Gas Services Inc.
Fall River	Agreement for the Sale of Power dated October , 1996 between City of Taunton Municipal Lighting Plant and Browning-Ferris Gas Services Inc.
Richmond	Agreement for the Sale of Electrical Output dated September 14, 1992 between Virginia Electric and Power Company and Alternative Power Limited Partnership.
Sunset Farms	Agreement dated December 2, 1994 between the City of Austin and Alternative Power Limited Partnership as amended by an agreement dated March 23, 1998 between the same parties. Letter Agreement dated March 20, 1998 between Toro Energy Inc. and Browning-Ferris Gas Services Inc. (re sale of gas).
Quad Cities	Qualified Solid Waste Energy Facilities Contract dated August 9, 1996 between MidAmerican Energy Company and Browning-Ferris Gas Services Inc.
Mallard Lake	Agreement dated February 7, 1995 between the Forest Preserve District DuPage County, Illinois and E&E Hauling, Inc.
	Bill of Sale, Severance and Reconveyance Agreement dated July , 1997 between E&E Hauling, Inc. and BFGSI, L.L.C.
	Landfill Gas License Assignment dated July , 1997 between E&E Hauling, Inc. and BFGSI, L.L.C.
	Bill of Sale, Severance and Reconveyance Agreement dated July , 1997 between BFGSI, L.L.C. and BFGSI Series 1997-A Trust.
	Amended and Restated Agreement for Operation of Landfill dated June 1, 1992 between Forest Preserve District of DuPage County, Illinois and E&E Hauling, Inc.
	Landfill Gas Sales Agreement dated September 1, 1997 between Browning-Ferris Gas Services, Inc. and BFGSI Series 1997-A Trust.

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PROJECTS

California Projects

American Canyon Project 725 Eucalyptus Drive, American Canyon, CA 94589
Guadalupe Project 15999 Guadalupe Mines Rd., San Jose CA 9512
Menlo Park Project 1680 Marsh Road, Menlo Park CA 94025
Newby Island #1 Project 1804 Dixon Landing Road, San Jose CA 95002
Newby Island #2 Project 1804 Dixon Landing Road, San Jose CA 95002
Sacramento Project 70 28th Street, Sacramento CA 95812
Santa Cruz Project 604 Dimeo Lane, Santa Cruz CA 95060
Coyote Canyon Project 20662 Newport Coast Drive, Irvine CA 92612
San Marcos Project 1595 Questhaven Road, San Marcos CA 92069
Sycamore Project 14494 Mast Boulevard, Santee CA 92071
Ox Mountain Project 12310 Highway 92, Half Moon Bay, CA 94019

Hawaiian Projects

Kapaa Project 909 Kalaniana'ole Highway, Kailua HI 96734

Michigan Projects

Arbor Hills Project 10611 West 5 Mile Rd., Northville MI 48167
C&C Project 19401 15 Mile Road, Marshall MI 49068
Lyon Project PO Box P, 5380 S. Milford Rd, New Hudson MI 48165
Vienna Junction Project 6196 Hagman Rd. Toledo OH 43612, Fed. Exp.: 6505
Hagman Rd., Erie MI 48133

Illinois Projects

Mallard Lake Project 26 West 570 Schick Rd. Hanover Park IL 60103

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Quad Cities Project 13500 Knoxville Rd, Milan IL 61264
Rockford Project 8902 N. Illinois, Rte 251, Davis Junction, IL 61020
South Barrington Project 55 E Mundhank Rd. So Barrington IL 60010
Modern Project 3521 Centreville Road, Route 158, St Clair County, IL

Minnesota Projects

Pine Bend Project 2345 E. 117th, Inver Grove Heights MN 55077
Flying Cloud Project 9813 Flying Cloud Drive, Eden Prairie MN 55347

Massachusetts Projects

Chicopee Project 855 Burnett Rd., Chicopee MA 01020
East Bridgewater Project 234 Thatcher, E. Bridgewater MA 02333
Fall River Project 1080 Airport Road, Fall River MA 02720
Halifax Project 27 Laurel Street, Halifax MA 02338
Randolph Project PO.Box 199.(Johnson Drive), Randolph MA 02368 (LF)

New York Projects

Orange County Project Route 17M, Goshen NY 10924

North Carolina Projects

Charlotte Motor Speedway Project 5101 Morehead Rd., Harrisburg, NC 28075

Virginia Projects

PO Box 50128 (23250-0128), Fed.exp. 2325 Charles City Rd. Richmond VA 23231

Texas Projects

Sunset Farms Project 6301 Blue Goose Rd. Austin TX 78754

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