UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

	X	
In re	:	Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, et al., f/k/a General Motors Corp., et al.	:	09-50026 (REG)
Debtors.	: : :	(Jointly Administered
	X	
In re	:	Chapter 11 Case No.
ENVIRONMENTAL CORPORATE REMEDIATION COMPANY, INC.,	:	09-50030 (REG)
Debtor.	: :	(Joint Administration Requested)
	X	

SCHEDULES OF ASSETS AND LIABILITIES FOR

Environmental Corporate Remediation Company, Inc.

Case No.: 09-50030

ENVIRONMENTAL CORPORATE REMEDIATION COMPANY, INC. AND REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC.

GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY, AND DISCLAIMERS REGARDING DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

October 15, 2009

On October 9, 2009 (the "Commencement Date"), Environmental Corporate Remediation Company, Inc. ("ENCORE") and Remediation And Liability Management Company, Inc. ("REALM" and together with ENCORE, the "Debtors") commenced cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

BACKGROUND FACTS

On June 1, 2009, Motors Liquidation Company, formerly known as General Motors Corporation ("*MLC*"), and certain of its subsidiaries (together with MLC, the "*First Filed Debtors*") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The chapter 11 cases of the First Filed Debtors are being jointly administered for procedural purposes only under case number 09-50026 (REG) pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), and the First Filed Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

On July 10, 2009 (the "Closing Date"), the First Filed Debtors completed the sale of substantially all of their assets (the "GM Asset Sale") to a company now known as General Motors Company ("New GM"). The First Filed Debtors are now conducting an orderly liquidation and wind-down of their remaining assets and operations. This process involves analyzing the assets and obligations of MLC's numerous subsidiaries to determine the most appropriate means of liquidation of each subsidiary. To this end, on October 9, 2009, the Debtors, which are both direct subsidiaries of MLC, each commenced a voluntary case under chapter 11 of the Bankruptcy Code (together with the First Filed Debtors, the "Affiliated Debtors") and are seeking to have their cases jointly administered with the First Filed Debtors' chapter 11 cases, as well as to have various orders and motions entered and filed in the First Filed Debtors' chapter 11 cases apply to their chapter 11 cases (the "Applicable Orders Motion"). As set forth more fully on Exhibit A to the Applicable Orders Motion, these orders include the order directing joint administration of the First Filed Debtors' chapter 11 case and the final orders authorizing (but not directing) payment of, among other things, certain prepetition claims of employees, taxing authorities, lienholders, and essential suppliers.

REALM, a Michigan corporation formed in 1984, and ENCORE, a Delaware corporation formed in 1989, were both created to manage environmental remediation liabilities, including assessing, investigating, and discharging environmental liabilities associated with domestic and international properties affiliated with MLC. They also own several parcels of property formerly owned by MLC. MLC's objective is to work with local communities, developers and other stakeholders to resolve environmental remediation obligations at the properties that are under MLC's control in a manner that protects public health and the environment while being consistent with the interests of creditors in MLC's bankruptcy proceedings. To this end, the First Filed Debtors determined that the chapter 11 process is the most appropriate forum for addressing a number of long-term and short-term obligations associated with REALM and ENCORE. Moreover, in light of the interdependency between REALM, ENCORE and the First Filed Debtors, the First Filed Debtors believe joint administration of REALM and ENCORE's chapter 11 cases with the First Filed Debtors' chapter 11 cases allows for a concurrent, court-supervised wind-

down of assets and operations, and provides the most efficient and value-maximizing liquidation process for all parties involved.

OVERVIEW OF GLOBAL NOTES

Each of the Debtors has herewith filed separate Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). These Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding the Debtors' Schedules and Statements ("Global Notes") relate to the each of the Debtors' Schedules and Statements and set forth the basis upon which the Schedules and Statements are presented. These Global Notes comprise an integral part of the Statements and Schedules and should be referred to and considered in connection with any review of the Statements and Schedules. The Global Notes are in addition to any specific notes contained in any Debtor's Schedules or Statements. Information in these Global Notes is presented on an individual Debtor-by-Debtor basis unless otherwise noted. Disclosure of information in one Schedule, Statement, exhibit, or continuation sheet, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, Statement, or continuation sheet.

The Schedules and Global Notes should not be relied upon by any persons for information relating to current or future financial conditions, events, or performance of any of the Debtors.

The Schedules and Statements have been prepared pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 by the Debtors' management with the assistance of their advisors. Financial information is presented on an unaudited basis. While management has made reasonable efforts to ensure that the Schedules and Statements are accurate and complete based on information that was available to them at the time of preparation, subsequent information or discovery may result in material changes to the Schedules and Statements, and inadvertent errors or omissions may exist. Moreover, the Schedules and Statements contain unaudited information, which is subject to further review and potential adjustment. Nothing contained in the Schedules and Statements shall constitute a waiver of any of the Debtors' rights with respect to the chapter 11 cases, including with respect to any issues involving substantive consolidation, recharacterization, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

In evaluating the Schedules and the assets available for distribution to creditors, it should be noted that in connection with the closing of the GM Asset Sale, on the Closing Date, MLC, as borrower, and the First Filed Debtors and the Debtors, as guarantors, entered into an amended and restated debtor-in-possession financing facility (as restructured, amended and restated, the "Wind Down Facility") with the United States Treasury and Export Development Canada, a branch of the government of Canada. The Wind Down Facility, which was approved by an order of the Bankruptcy Court, dated July 5, 2009 (Docket Number 2969), provides for loans in a principal amount of \$1,175,000,000 (with interest paid in kind), all of which was drawn by MLC the day before the Closing Date. The Wind Down Facility is non-recourse to the First Filed Debtors and the Debtors, and the obligations thereunder are secured by substantially all assets of the First Filed Debtors' and Debtors' assets (other than the First Filed Debtors' equity interests in New GM and certain other assets that were excluded from the assets constituting collateral).

In general, the descriptions of the Debtors' assets in the Schedules do not reflect the contingent secured claim of the lenders under the Wind Down Facility against REALM and ENCORE's assets. Moreover, none of the claim values reflect interest accrued on the Wind Down Facility. Such accrued interest as of October 15, 2009 is approximately \$16,046,909.72.

NOTES PERTAINING TO ALL DEBTORS

- 1. <u>Basis of Presentation:</u> For financial reporting purposes, prior to the Commencement Date, the Debtors' parent company, MLC, along with certain non-Debtor affiliates, prepared consolidated financial statements that were audited annually. Unlike such consolidated financial statements, these Schedules and Statements reflect the assets and liabilities of each separate Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the Debtors' and their affiliates' books and records and historical financial statements. Therefore, these Schedules and Statements do not purport to represent financial statements prepared in accordance with United States Generally Accepted Accounting Principles, nor are they intended to fully reconcile to the financial statements prepared by the Debtors or their affiliates.
- 2. <u>Amendment:</u> Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements. Despite these efforts, inadvertent errors or omissions may exist. The Debtors reserve all rights to, but are not required to, amend and/or supplement the Schedules and Statements from time to time as is necessary and appropriate.
- 3. Causes of Action: Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in their Schedules and Statements, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims.
- 4. **Recharacterization:** The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate assets, liabilities, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, due to the complexity of the Debtors' businesses and operations, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors thus reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate as additional information becomes available.
- 5. Claim Description: Any failure to designate a claim in the Schedules and Statements as "contingent," "unliquidated, or "disputed" does not constitute an admission by the Debtors that such claim or amount is not "contingent," "unliquidated," or "disputed." The Debtors reserve all of their rights to dispute, or to assert offsets or defenses to, any claim reflected on their Schedules or Statements on any grounds, including, but not limited to, amount, liability, priority, status, or classification, or to otherwise subsequently designate any claim as "contingent," "unliquidated, or "disputed." Moreover, the Debtors reserve all of their rights to, but are not required to, amend their Schedules and Statements as necessary and appropriate, including, but not limited to, with respect to claim description and designation.
- 6. <u>Unliquidated Claim Amounts:</u> Claim amounts that could not be readily quantified by the Debtors are scheduled as "unliquidated".
- 7. <u>Undetermined Amounts:</u> The description of an amount as "undetermined" is not intended to reflect upon the materiality of such amount.

- 8. **Bankruptcy Court Orders:** By the Applicable Orders Motion, the Affiliated Debtors are seeking a determination that certain orders and pleadings entered in the First Filed Debtors' chapter 11 cases be made applicable to the Debtors' chapter 11 cases, including orders authorizing (but not directing) payment of, among other things, certain prepetition claims of employees, taxing authorities, lienholders, and essential suppliers. It is, therefore, possible that some of the amounts listed herein will be paid by the Debtors under such orders. Nothing herein shall be deemed to alter the rights of any party in interest to contest a payment made pursuant to a Bankruptcy Court order that preserves such rights to contest.
- 9. <u>Valuation:</u> It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuations of all of their assets. Accordingly, unless otherwise indicated, the Schedules and Statements reflect net book values as of June 30, 2009. Exceptions to this include operating cash and certain other assets. Operating cash is presented at bank balances as of September 30, 2009. Certain other assets are listed at undetermined amounts, as the net book values may differ materially from fair market values or the amounts ultimately realized. The Debtors do not intend to amend these Schedules to reflect actual values.
- 10. <u>Liabilities:</u> The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to, but are not required to, amend the Schedules and Statements as they deem appropriate in this regard.
- 11. Guarantees and Other Secondary Liability Claims: The Debtors have used reasonable efforts to locate and identify guarantees and other secondary liability claims (collectively, "Guarantees") in each of their executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. The Debtors did not identify any such Guarantees; however, they believe that certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements may have been inadvertently omitted. Thus, the Debtors reserve all of their rights to, but are not required to, amend the Schedules to the extent that Guarantees are identified.
- 12. <u>Intellectual Property Rights:</u> Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been sold, abandoned, or terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, or otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.
- 13. Currency: Unless otherwise indicated, all amounts are reflected in U.S. dollars.
- 14. **Property and Equipment:** Unless otherwise indicated, owned property and equipment are stated at net book value. The Debtors may lease furniture, fixtures, and equipment from certain third party lessors. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is, or shall be construed as, an admission as to the determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to same.
- 15. <u>Claims of Third-Party Related Entities:</u> While the Debtors have made every effort to classify properly each claim listed in the Schedules as being either disputed or undisputed, liquidated or unliquidated, and

contingent or noncontingent, the Debtors have not been able to fully reconcile all payments made to certain third parties and their related entities on account of the Debtors' obligations to same.

16. <u>Insiders:</u> In connection with statement questions 3c and 21, the Debtors have listed the members of their respective boards of directors and all employees that held any of the following titles: President, Chairman, Executive Vice President, General Counsel, Vice President, Treasurer, Chief Tax Officer, Comptroller, Assistant Comptroller, Assistant Treasurer and Assistant Secretary. Persons have been included in the Statements for informational purposes only, and the listing of an individual as an "insider," however, is not intended to be, and should not be construed as, a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims, and defenses are hereby expressly reserved. Further, the Debtors do not take any position with respect to (a) such person's influence over the control of the Debtors, (b) the management responsibilities or functions of such individual, (c) the decision-making or corporate authority of such individual, or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

Information about payments and prior relationships with AP Services LLC is disclosed in the affidavits and supplements thereto that accompany the Debtors' Motion Pursuant to 11 U.S.C. § 363 for an Order Authorizing the Debtors to Employ and Retain AP Services, LLC as Crisis Managers and to Designate Albert A. Koch as Chief Restructuring Officer, *Nunc Pro Tunc* to the Petition Date (related Docket Numbers 952, 2949, 3133, 3591, 3686, 3831, and 3964).

- 17. <u>Confidentiality:</u> Addresses of current and former employees of the Debtors are generally not included in the Schedules and Statements. The Debtors will mail any required notice or other documents to the address in their books and records for such individuals.
- 18. Payments: The financial affairs and business of the Debtors and their affiliates were complex. Prior to the Commencement Date, the Debtors and certain of their affiliates participated in a consolidated cash management system through which certain payments were made by one entity on behalf of another. As a result, certain payments in the Schedules and Statements may have been made prepetition by one entity on behalf of another entity through the operation of the consolidated cash management system. A description of the prepetition cash management system is set forth in the First Filed Debtors' motion for authorization, among other things, to continue using their cash management system, as modified, dated June 1, 2009 (Docket Number 30).
- 19. <u>Intercompany Transactions:</u> Prior to the Commencement Date, the Debtors engaged in intercompany transactions resulting in intercompany accounts payable and receivable. The respective intercompany accounts payable and receivable as of the Commencement Date have not been fully reconciled. Accordingly, intercompany account balances are generally not listed in the Schedules.
- 20. <u>Totals:</u> All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as "unknown" or "undetermined". To the extent that there are unknown or undetermined amounts, the actual total may be materially different than the listed total.

21. Schedules:

a. <u>Schedule D – Creditors Holding Secured Claims:</u> Except as otherwise agreed pursuant to a stipulation or agreed order or general order entered by the Bankruptcy Court, the Debtors reserve their right to dispute or challenge the validity, perfection or immunity from avoidance of any lien

purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such creditor's claim. In certain instances, a Debtor may be a co-obligor, co-mortgagor or guarantor with respect to scheduled claims of other Debtors, and no claim set forth on Schedule D of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated herein, certain parties that may hold security deposits, have not been listed on Schedule D.

- b. Schedule E Creditors Holding Priority Claims: Listing a claim on Schedule E as "priority" does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract.
- c. Schedule F Creditors Holding Unsecured Nonpriority Claims: Schedule F does not include certain deferred charges, deferred liabilities or general reserves, as such accruals do not represent specific claims as of the Commencement Date. The claims listed in Schedule F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. While reasonable efforts have been made to list the date that each claim arose, determination of each date upon which each claim in Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each claim listed on Schedule F.

The claims of individual creditors are listed at the amounts recorded on the Debtor's books and records and may not reflect credits or allowances due from such creditor. The Debtors reserve all of their rights with respect to such credits or allowances.

d. Schedule G – Executory Contracts: The historical business relationships of the Debtors were complex. While reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, inadvertent errors, omissions or overinclusion may have occurred. The Debtors reserve all of their rights to dispute the validity, status or enforceability of any contract or other agreement set forth in Schedule G and to amend or supplement Schedule G as necessary.

Nothing herein shall be construed as a concession or evidence that any of the contracts, agreements, and leases identified on Schedule G: (i) constitute an "executory contract" within the meaning of section 365 of the Bankruptcy Code and other applicable law; or (ii) have not expired or been terminated or otherwise currently are in full force and effect. Rather, the Debtors expressly reserve all of their rights with respect thereto, including their right to seek a later determination of these issues and their right to dispute the validity, status, characterization or enforceability of any contracts leases or set forth therein. Certain of these contracts or leases may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments and agreements that may not be listed herein, but are nonetheless incorporated herein by this reference. Moreover, omission of a contract or lease from Schedule G does not constitute an admission that such contract or lease is not an executory contract or unexpired lease.

In some cases, the same supplier or provider appears multiple times in Schedule G. This multiple listing is to reflect distinct agreements between the applicable Debtor and such supplier or provider.

Certain of the contracts and leases listed on Schedule G may contain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties and obligations may not be set forth on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as easements, right of way, subordination, nondisturbance and attornment agreements, supplemental agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may also not be set forth on Schedule G.

In addition, certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings. The Debtors reserve all of their rights to dispute or challenge the characterization of the structure of any transaction, or any document or instrument (including, without limitation, any intercompany agreement) related to a creditor's claim. Certain of the contracts and leases listed on Schedule G may have been entered into by more than one of the Debtors. Finally, certain of the contracts and leases listed on Schedule G may not have been memorialized and could be subject to dispute.

e. Schedule H – Co-Debtors: In the ordinary course of their business, the Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their business. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert crossclaims and counter-claims against other parties. Because of the volume of such claims, because all are contingent, disputed or unliquidated, and because such claims are listed elsewhere in the Schedules and Statements, such claims have not been set forth individually on Schedule H.

22. Statements

- a. <u>Statements Question 3b 90 Day Payments:</u> The dates set forth in the "Date of Payment" column relate to one of the following: (a) the date of a wire transfer; (b) the date of an "ACH" payment; or (c) the clearance date for a check or money order. In addition to the payments disclosed in response to this Question, the Debtors engaged in numerous transactions, including payments and other transfers, with their Debtor and non-debtor affiliates on a daily basis under a consolidated cash management system. Given the significant volume and ordinary course nature of such transactions, the Debtors may not have listed all such intercompany transfers and transactions.
- b. Statements Question 17 Environmental: The Debtors historically maintained property and environmental remediation operations in many locations, on behalf of their parent company. At some of these locations, the Debtors no longer have any operations, and, as of the Commencement Date, may no longer have had relevant records, or the records may no longer be complete or reasonably accessible and reviewable. Some individuals who once possessed responsive information are no longer employed by the Debtors. For all of these reasons, it may not be reasonably possible to identify and supply the requested information for every "site" and "proceeding" literally responsive to Question 17. Nonetheless, the Debtors have devoted substantial internal and external resources to identifying and providing the requested information for as many responsive sites and proceedings as reasonably possible. The Debtors prioritized identifying all active or open matters. The Debtors reserve all of their rights to, but are not

required to, supplement or amend this response in the future if additional information becomes available.

Due to the number of potentially responsive matters for the Debtors, the practical burdens of compiling information on inactive matters, and the presumably lower relevance of information on matters that have been inactive for a longer period of time, the Debtors generally have attempted to compile information on inactive matters only where there has been some activity within the last few years.

Where a site is the subject of a proceeding, settlement, or order listed in the response to Question 17(c), the site and notices related to it are not also listed in the responses to Questions 17(a) or 17(b). Similarly, sites that are listed in the response to Question 17(a) (sites for which the Debtors have received notice from a governmental unit) are not repeated in the response to Question 17(b) (sites at which the Debtors have provided notice to a governmental unit).

Where a site identified in Attachment 17(a) or 17(b) is the subject of multiple notices, or notices that preceded and were related to proceedings listed in the response to Question 17(c), all such notices may not be listed.

The response to Question 17(b) (concerning notices by the Debtors of releases) does not list routine reports and submissions, to the extent they exist, concerning discharges resulting from normal operations where such reports and submissions were made in compliance with regulatory requirements, such as discharge monitoring reports, toxic release inventory submissions, and submissions concerning air emissions.

c. Statements – Questions 19a and 19c – Books and Records: Through July 9, 2009, the Debtors' parent company historically employed hundreds of individuals with various bookkeeping responsibilities. Ultimately, all of these individuals reported to Nicholas Cyprus, MLC's prepetition Chief Accounting Officer as the primary individual who directly kept or was in possession of the Debtors' books and records. Due to the voluminous nature of this detail, only Mr. Cyprus is listed in the responses to these Questions for the period through July 9, 2009. After July 9, 2009, James Selzer, Chief Financial Officer of MLC became the primary individual who directly kept or was in possession of the Debtors' books and records.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Environmental Corporate Remediation	Case No.	09-50030	
Company, Inc.			
	Chapter	11	

SUBJECT TO GLOBAL NOTES AND SPECIFIC NOTES TO THESE SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, C, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

AMOUNTS SCHEDULED

NAME OF SCHEDULE	ATTACHED YES / NO	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - REAL PROPERTY	YES	2	\$1,388,484		
B - PERSONAL PROPERTY	YES	6	\$1,748,538		
C - PROPERTY CLAIMED AS EXEMPT	NO	0			
D - CREDITORS HOLDING SECURED CLAIMS	YES	2		\$1,175,000,000	
E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS (Total of claims on Schedule E)	YES	7		\$0	
F - CREDITORS HOLDING UNSECURED NON- PRIORITY CLAIMS	YES	3	_	\$1,924,951	
G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES	YES	19			
H - CODEBTORS	YES	1			
I -CURRENT INCOME OF INDIVIDUAL DEBTOR(S)	NO	0			N/A
J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)	NO	0			N/A
Total number of sheets of	all Schedules	40			
		Total Assets >	\$3,137,022		
			Total Liabilities >	\$1,176,924,951	

Case No. 09-50030

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Check this box if debtor has no real property to report on this Schedule A.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
See Attached Exhibit A-1		\$1,388,484	\$0

Specific Notes

Refer to Global Notes section regarding asset values.

Case No. 09-50030 Exhibit A-1

Real Property

LOCATION DESCRIPTION & ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	LAND	BUILDING (NBV)	NET BOOK VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
TONAWANDA LANDFILL; 2520 KENMORE AVENUE; TONAWANDA, NEW YORK 14207	OWNED	\$106,853	\$0	\$106,853	\$0
VACANT LAND SOUTH OF VAN BORN; 5000 ECORSE ROAD; BELLEVILLE, MICHIGAN 48111	OWNED	\$1,281,631	\$0	\$1,281,631	\$0
LEEDS ASSEMBLY LAND; LAND SOUTH OF 6817 STADIUM DRIVE; KANSAS CITY, MISSOURI 64129	OWNED	\$0	\$0	\$0	\$0
	TOTALS:	\$1,388,484	\$0	\$1,388,484	

Specific Notes

Refer to Global Notes section regarding asset values. This Schedule does not reflect the contingent secured claim of the lenders under the postpetition debtor-in-possession credit agreement of Motors Liquidation Company (under which all of Motors Liquidation Company's debtor affiliates are guarantors).

Debtor (if known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories place an "X" in the appropriate position in the column labeled "None". If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only on Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	NET BOOK VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X		
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		See Attached Exhibit B-2	\$1,748,538
3. Security deposits with public utilities, telephone companies, landlords, and others.	X		
4. Household goods and furnishings, including audio, video, and computer equipment.	X		
5. Books; pictures and other art objects; antiques; stamps, coin, record, tape, compact disc, and other collections or collectibles.	X		
6. Wearing apparel.	X		
7. Furs and jewelry.	X		
8. Firearms and sports, photographic, and other hobby equipment.	X		
9. Interests in insurance policies. Name insurance company of policy and itemize surrender or refund value of each.		See Attached Exhibit B-9	Undetermined
10. Annuities. Itemize and name each issuer.	X		

In re: Environmental Corporate Remediation Company, Inc. Case Number: 09-5003

Debtor (if known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories place an "X" in the appropriate position in the column labeled "None". If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only on Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	NET BOOK VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X		
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plants.	X		
13. Stock and interests in incorporated and unincorporated business. Itemize.	X		
14. Interests in partnerships or joint ventures. Itemize.	X		
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X		
16. Accounts receivable.	X		
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X		
18. Other liquidated debts owing debtor including tax refunds. Give particulars.	X		
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X		
20. Contingent and non- contingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X		

Debtor (if known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories place an "X" in the appropriate position in the column labeled "None". If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only on Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	NET BOOK VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X		
22. Patents, copyrights, and other intellectual property. Give particulars.	X		
23. Licenses, franchises, and other general intangibles. Give particulars.	X		
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X		
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X		
26. Boats, motors, and accessories.	X		
27. Aircraft and accessories.	X		
28. Office equipment, furnishings, and supplies.	X		
29. Machinery, fixtures, equipments, and supplies used in business.	X		
30. Inventory	X		

In re:	Environmental Corporate Remediation Company, Inc.	Case Number: 09-50030	
	Debtor	(if known)	

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories place an "X" in the appropriate position in the column labeled "None". If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only on Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	NET BOOK VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
31. Animals	X		
32. Crops - growing or harvested. Give particulars	X		
33. Farming equipment and implements.	X		
34. Farm supplies, chemicals, and feed.	X		
35. Other personal property of any kind not already listed. Itemize.	X		

Case Number: 09-50030

Exhibit B-2

Checking, savings, or other financial accounts, CDs, etc.

Bank Name CASH ACCOUNTS	Account / Bond Description	<u>Address</u>	City, State and Zip Code	9/30/2009 Bank Balance
CITIBANK, N.A.	CASH ACCOUNTS	1 PENN'S WAY	NEW CASTLE, DE 19720 ASH ACCOUNTS SUBTOTAL	\$1,748,538 \$1,748,538
			TOTAL	\$1,748,538

Case Number: 09-50030

Exhibit B-9

Interests in Insurance Policies

<u>Coverage</u>	<u>Insurer</u>	Annual Renewal Date	<u>Broker</u>	<u>Limit</u>	<u>Deductible</u>	<u>Premium</u>
ENVIRONMENTAL •POLLUTION •UST/AST •IL CLOSURE •MI CORRECTIVE ACTION •NJ CLOSURE •OH CLOSURE/POST CLOSURE (4 LOCATIONS)	AIG	4/1	AON	\$8,000,000 \$4,000,000 \$604,945 \$3,794,191 \$293,500 \$15,505,923	NONE	\$206,396
DOMESTIC GL (EXCESS)	AIG	7/10	AON	\$25,000,000	PRIMARY	\$550,000
DIRECTORS AND OFFICERS •COVERAGE A- INDIVIDUALS •COVERAGE B – CORPORATE	AIG LEAD/ VARIOUS INSURERS	7/11	AON	\$50,000,000 TWO YEAR LIMIT	NONE FOR INDIVIDUAL/ \$5 MILLION FOR CORPORATE	\$4,700,000
DOMESTIC GL	AIU	7/10	AON	\$4,000,000 \$2,000,000 PER OCCURRENCE	NONE	\$807,955
SURETY	TRAVELLERS, LIBERTY/SAFECO, GMAC RE:, CNA, ACE, CHUBB, ZURICH		AON	DEPENDS ON TYPE OF SURETY REQUIRED	\$0	
DOMESTIC PROPERTY INCL. BOILER & MACHINERY INCL. ELECTRONIC DATA PROCESSING INC. THEFT (TANGIBLE PROPERTY)	VARIOUS	3/1	MARSH	\$3,000,000,000 COMBINED PROPERTY DAMAGE AND BUSINESS INTERRUPTION	\$75 MILLION / \$150 MILLION AGGREGATE	\$22,911,306

Case Number: 09-50030

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and account number, if any, of all entities holding claims secured by property of the debtor as of the date of filing of the petition. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust and other security interests. List creditors in alphabetical order to the extent practicable. If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.) Report the total of all claims listed on the schedules in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D. AMOUNT OF UNSECURED DATE CLAIM WAS INCURRED. CLAIM WITHOUT PORTION, NOTES NATURE OF LIEN, AND CREDITOR'S NAME AND DESCRIPTION AND MARKET **DEDUCTING** IF ANY MAILING ADDRESS VALUE OF PROPERTY SUBJECT TO VALUE OF CODEBTOR INCLUDING ZIP CODE LIEN C U D**COLLATERAL** See Attached Exhibit D-1 DIP Financing; Date: Various \$1,175,000,000 Undetermined

continuation sheets attached

1

Case Number: 09-50030

Exhibit D-1
DIP Financing

<u>Name</u>	<u>Address</u>	City, State & Zip	<u>C</u> <u>U</u> <u>D</u>	Collateral Claim <u>Value</u> <u>Amount</u>
U.S. TREASURY AND	1500 PENNSYLVANIA AVENUE, NW	WASHINGTON, D.C., 20220		UNDETERMINED \$1,175,000,000
EXPORT DEVELOPMENT CANADA	151 O'CONNOR STREET	OTTAWA, ON, K1A 1K3 CANADA		

\$1,175,000,000

Case Number: 09-50030

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name and mailing address, including zip code, and account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, or wife, both of them or the marital community may be liable on each claim by placing an "H,""W,""J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the

claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)
Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Repeat this total also on the Summary of Schedules.
Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.
TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)
Extensions of credit in an involuntary case
Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. Section $507(a)(2)$.
☐ Wages, salaries, and commissions
Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$4,650* per person earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, which ever occurred first, to the extent provided in 11 U.S.C. Section 507(a)(3).
Contribution to employee benefit plans
Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. Section 507(a)(4).
Certain farmers and fisherman
Claims of certain farmers and fisherman, up to \$4,650* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. Section 507(a)(5).
☐ Deposits by individuals
Claims of individuals up to \$1,950* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. Section 507(a)(6).
Alimony, Maintenance, or Support
Claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in 11 U.S.C. Section 507(a)(7).
▼ Taxes and Certain Other Debts Owed to Government Units
Taxes, customs duties, and penalties owing to federal, state, and local government units as set forth in 11 U.S.C. Section 507(a)(8).
Commitments to Maintain the capital of an Insured Depository Institution
Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. Section 507(a)(9).
Administrative Expense Claims
Claims for the value of any goods received by the debtor within 20 days before the Petition Date in which the goods have been sold to the debtor in the ordinary course of such debtor's business.
Refer to Exhibit E-1 for listing of Taxing Authorities.

6 continuation sheets attached

Case Number: 09-50030

Exhibit E-1

Name	Address	City, State & Zip	<u>C</u>	<u>U</u> <u>D</u>	<u>Total</u> <u>Claim</u>
BIRCH RUN TOWNSHIP,TREASURER	PO BOX 152 8425 MAIN STREET	BIRCH RUN, MI 48415-0152	✓		\$0
BOLLINGER NEW YORK DIVISION	100 WALL STREET	NEW YORK, NY 10005-	✓	V	\$0
CAMDEN COUNTY MISSOURI	COLLECTOR OF REVENUE 1 COURT CIR. SUITE 4	CAMDENTON, MO 65020-	✓	✓ □	\$0
CANTON TOWNSHIP TREASURER	PO BOX 87010	CANTON, MI 48187-0010	✓	V	\$0
CHESTERFIELD, CITY OF	690 CHESTERFIELD PKWY W FINANCE AND ADMINISTRATION	CHESTERFIELD, MO 63017-0760	✓	✓ □	\$0
CITY OF ANN ARBOR TREASURER	DEPT 77602 P.O. BOX 77000	DETROIT, MI 48277-0602	✓	✓ □	\$0
CITY OF BRANSON	110 W MADDUX ST STE 200 BUSINESS LICENSE OFFICE	BRANSON, MO 65616-2859	✓	✓ □	\$0
CITY OF KANSAS CITY MISSOURI	PO BOX 15623 REVENUE DIVISION	KANSAS CITY, MO 64106-0623	✓	✓ □	\$0
CITY OF KENTWOOD	PO BOX 8848 TREASURER	KENTWOOD, MI 49518-8848	✓	✓ □	\$0
CITY OF LIVONIA	33000 CIVIC CENTER DR TREASURER	LIVONIA, MI 48154-3060	✓	✓ □	\$0
CITY OF NOVI	45175 W 10 MILE RD	NOVI, MI 48375-3006	✓	✓ □	\$0
CITY OF NOVI TAX COLLECTION PROCESSING	PO BOX 3050 P.O. BOX 79001	DETROIT, MI 48279-0001	✓	✓ □	\$0
CITY OF RICHMOND HEIGHTS	1330 S BIG BEND BLVD COLLECTOR OF FRANCIS PLACE TDD	RICHMOND HEIGHTS, MO 63117-2202	✓	✓ □	\$0
CITY OF RICHMOND HEIGHTS	1330 S BIG BEND BLVD	RICHMOND HEIGHTS, MO 63117-2202	✓	✓ □	\$0

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Exhibit E-1

Name	Address	City, State & Zip	<u>C</u> <u>U</u> <u>D</u>	Total Claim
CITY OF ROCHESTER HILLS	PO BOX 7783 P.O. BOX 79001	DETROIT, MI 48279-0001		\$0
CITY OF ROYAL OAK	PO BOX 64 TREASURER'S OFFICE	ROYAL OAK, MI 48068-0064	✓ ✓ □	\$0
CITY OF TROY	PO BOX 101 P.O. BOX 33321	DETROIT, MI 48231-0101	✓ ✓ □	\$0
CITY OF YONKERS BUREAU OF	HOUSINGS & BUILDING'S 87 NEPPERHAN AVE	YONKERS, NY 10701-	✓ ✓ □	\$0
COLLECTOR OF REVENUE	ST LOUIS COUNTY GOVERNMENT CENTER P.O. BOX 11491	SAINT LOUIS, MO 63105-	✓ ✓ □	\$0
COMMISSIONER OF TAXATION & FINANCE	NYS ASSESSMENT RECEIVABLES PO BOX 2974	NEW YORK, NY 10087-6823	✓ ✓ □	\$0
COUNTRY GLEN LLC	143 OLD COUNTRY RD	CARLE PLACE, NY 11514-1805	V V	\$0
CUSTOMER SERVICES DIVISION	PO BOX 3365	JEFFERSON CITY, MO 65105-3365	V V	\$0
DELTA CHARTER TOWNSHIP	7710 W SAGINAW HWY TREASURER	LANSING, MI 48917-8974		\$0
DEPARTMENT OF LABOR	COMPASS OFC 500	ALBANY, NY 12240-0001	✓ ✓ □	\$0
DEPARTMENT OF REVENUE	301 W HIGH ST HARRY S TRUMAN STATE OFFICE BUILDING	JEFFERSON CITY, MO 65101-1517		\$0
DEPARTMENT OF TAXATION AND FINANCE	8 ROOM 501 DEPT BLDG TAXPAYER ASSISTANCE BUREAU/ W.A. HARRIMAN CAMPUS	ALBANY, NY 12227-0001		\$0
DEPARTMENT OF TREASURY	430 W ALLEGAN ST TREASURY BUILDING	LANSING, MI 48922-0001		\$0

Case Number: 09-50030

Exhibit E-1

Name	Address	City, State & Zip	<u>C</u> <u>U</u> <u>D</u>	Total Claim
DIRECTOR OF REVENUE	PO BOX 1366 SECRETARY OF STATE	JEFFERSON CITY, MO 65102-1366	✓ ✓ □	\$0
DIVISION OF EMPLOYMENT SECURITY	421 E DUNKLIN ST	JEFFERSON CITY, MO 65104-0001	✓ ✓ □	\$0
EMPLOYMENT SECURITY DIVISION	3024 W GRAND BLVD	DETROIT, MI 48202-6024	✓ ✓ □	\$0
GREENE COUNTY	940 N BOONVILLE AVE COLLECTOR OF REVENUE	SPRINGFIELD, MO 65802-3802	✓ ✓ □	\$0
HOWELL TOWNSHIP TREASURER	3525 BYRON RD	HOWELL, MI 48855-7751	V V	\$0
MICHIGAN DEPARTMENT OF LABOR & ECONOMICS	PO BOX 30702	LANSING, MI 48909-8202	V V	\$0
MICHIGAN DEPARTMENT OF REVENUE	TREASURY BUILDING	LANSING, MI 48922-0001	V V	\$0
MICHIGAN DEPARTMENT OF TREASURER	PO BOX 30199	LANSING, MI 48909-7699	V V	\$0
MICHIGAN DEPARTMENT OF TREASURY	COLLECTION DIVISION PO BOX 3375	LANSING, MI 48909-	✓ ✓ □	\$0
MICHIGAN DEPARTMENT OF TREASURY	MICHIGAN DEPARTMENT OF TREASURY	LANSING, MI 48922-	V V	\$0
MICHIGAN DEPT OF TREASURY	DEPT 77437 P.O. BOX 77000	DETROIT, MI 48277-0437	✓ ✓ □	\$0
MICHIGAN DEPT OF TREASURY	SBT QUARTERLY TAX DEPT 77889	DETROIT, MI 48277-0889	V V	\$0
MICHIGAN DEPT. OF TREASURY	PO BOX 35009	LANSING, MI 48909-		\$0

Case Number: 09-50030

Exhibit E-1

<u>Name</u>	<u>Address</u>	City, State & Zip	<u>C</u> <u>U</u> <u>D</u>	Total Claim
MISSOURI DEPARTMENT OF REVENUE	RICHARD M. MASELES, SPECIAL ASSISTANT ATTORNEY GENERAL PO BOX 475 301 W. HIGH STREET, ROOM 670	JEFFERSON CITY, MO 65105-0475		\$0
MISSOURI DEPARTMENT OF REVENUE	MOTOR VEHICLE BUREAU- DEALER LICENSING SECTION DEALER LICENSING SECTIOIN P.O. BOX 43	JEFFERSON CITY, MO 65105-0043		\$0
MISSOURI DEPARTMENT OF REVENUE	SALES/USE TAX PO BOX 94788	JEFFERSON CITY, MO 65105-0840		\$0
MISSOURI DEPARTMENT OF REVENUE	CUSTOMER SERVICES DIVISION 301 WEST HIGH ST., ROOM 330	JEFFERSON CITY, MO 65101-	V V	\$0
MISSOURI DEPARTMENT OF REVENUE	EMPLOYER WITHHOLDING TAX PO BOX 47464	JEFFERSON CITY, MO 65105-0001		\$0
MISSOURI DEPARTMENT OF REVENUE	CORPORATION INCOME TAX PO BOX 840	JEFFERSON CITY, MO 65105-0700		\$0
MISSOURI DEPARTMENT OF REVENUE	TAXATION BUREAU PO BOX 3020	JEFFERSON CITY, MO 65105-3020		\$0
MISSOURI DEPT OF REVENUE	TAX ADMINISTRATION BUREAU PO BOX 840	JEFFERSON CITY, MO 65105-0840		\$0
MISSOURI DEPT OF REVENUE	BUSINESS TAX BUREAU P.O. BOX 840	JEFFERSON CITY, MO 65105-0840	✓ ✓ □	\$0
MLW SERVICES, INC	101 WALL ST, FL 8	NEW YORK, NY 10005-	✓ ✓ □	\$0
NEW YORK CITY DEPT OF FINANCE	PO BOX 5070	KINGSTON, NY 12402-5070	✓ ✓ □	\$0

Case Number: 09-50030

Exhibit E-1

Name	<u>Address</u>	City, State & Zip	<u>C</u>	<u>U</u> <u>D</u>	<u>Total</u> <u>Claim</u>
NEW YORK DEPARTMENT OF STATE	DIVISION OF CORPORATIONS 41 STATE STREET	ALBANY, NY 12231-0002	✓	V	\$0
NEW YORK STATE CORPORATION TAX	PO BOX 4136	BINGHAMTON, NY 13902-4136	✓		\$0
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE	BANKRUPTCY SECTION PO BOX 5300	ALBANY, NY 12205-0300	✓	V	\$0
NEW YORK STATE DEPT OF	TAX & FINANCE STATE BLDG 8	ALBANY, NY 12227-0001	✓		\$0
NEW YORK STATE INCOME TAX	PO BOX 1970 PROCESSING UNIT	ALBANY, NY 12201-1970	✓	V	\$0
NYS PROMPTAX - SALES TAX	PO BOX 4130	BINGHAMTON, NY 13902-4130	✓	V	\$0
NYS SALES TAX PROCESSING	JAF BUILDING P.O. BOX 1208	NEW YORK, NY 10116-	✓	V	\$0
PLATTE COUNTY COLLECTOR	ADMINISTRATION BUILDING 415 THIRD ST. SUITE 40	PLATTE CITY, MO 64079-	✓	✓ □	\$0
SPRINGFIELD, CITY OF	PO BOX 8368 DEPT OF FINANCE	SPRINGFIELD, MO 65801-8368	✓		\$0
ST LOUIS COUNTY, MISSOURI	DEPT OF REVENUE-DIVISION OF ASSESSMENTS 41 SOUTH CENTRAL AVENUE	CLAYTON, MO 63105-	✓	V	\$0
STATE TREASURER SARAH STEELMAN	PO BOX 210	JEFFERSON CITY, MO 65102-0210	✓		\$0
SUFFOLK COUNTY	PO BOX 6100 OFFICE OF CONSUMER AFFAIRS	HAUPPAUGE, NY 11788-0099	✓	V	\$0
TAX ASSESSOR COLLECTOR	10754 KINGSTON AVE	HUNTINGTON WOODS, MI 48070-1116	✓	V	\$0

Case Number: 09-50030

Exhibit E-1

Taxing Authorities

<u>Name</u>	Address	City, State & Zip	<u>C</u> <u>U</u> <u>D</u>	Total Claim
THE CITY OF NEW YORK	PO BOX 5150 DEPT OF FINANCE	KINGSTON, NY 12402-5150	V V	\$0
VILLAGE OF BIRCH RUN	PO BOX 371 TREASURER	BIRCH RUN, MI 48415-0371	✓ ✓	\$0
VILLAGE OF BIRCH RUN	PO BOX 371	BIRCH RUN, MI 48415-0371		\$0

\$0

Check this box if debtor has no unsecured nonpriority claims to report on this Schedule F.

Case Number: 09-50030

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and account number, if any, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the filing of the petition. Do not include claims listed in Schedule D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report total of all claims listed on the schedules in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C U D	TOTAL AMOUNT OF CLAIMS
See Attached Exhibit F-1		Trade Payables; Date: Various		\$1,924,951
See Attached Schedule F-2		Environmental Liabilities; Date: Various		Undetermined

2 total continuation sheets attached

Total

\$1,924,951

Case Number: 09-50030

Exhibit F-1 Trade Payables

Creditor Name	Invoice Date	Address	City, State & Zip	<u>C</u> <u>U</u> <u>D</u>	Total Claim
ADRIAN ENVIRONMENTAL MANAGEMENT, INC.	7/20/2009	C/O KENNETH RICHARDS 7533 WILLOW CREEK DRIVE	CANTON, MI, 48187		\$588
AIMS/DYKEMA GOSSETT PLLC	VARIOUS	10 SOUTH WACKER DRIVE	CHICAGO, IL, 60606		\$1,917
AIMS/LATHROP & GAGE LC	VARIOUS	2345 GRAND BLVD.	KANSAS CITY, MO, 64108		\$4,328
AIMS/STEPHENS & STEPHENS	VARIOUS	410 MAIN STREET	BUFFALO, NY, 14202		\$14,394
AIMS/SULLIVAN & WORCESTER LLP	8/19/2009	1290 AVENUE OF THE AMERICAS	NEW YORK, NY, 10104		\$455
ARCADIS BBL	8/19/2009	P. O. BOX 66 6723 TOWPATH ROAD	SYRACUSE, NY, 13214		\$3,849
CITY OF SIOUX CITY	7/20/2009	CITY TREASURER P.O. BOX 447	SIOUX CITY, IA, 51102		\$30,511
CONESTOGA-ROVERS & ASSOCIATES	VARIOUS	DEPARTMENT 406 P.O. BOX 8000	BUFFALO, NY, 14267		\$15,756
ENCORE ENVIRONMENTAL CONSORTIUM	VARIOUS	P.O. BOX 66 6723 TOWPATH ROAD	SYRACUSE, NY, 13214-0066		\$1,375,082
ENVIRON INTERNATIONAL CORPORATION	8/15/2009	P.O. BOX 8500-1980	PHILADELPHIA, PA, 19178-1980		\$2,271
FAVERO GEOSCIENCES	VARIOUS	1210 SOUTH 5TH STREET, SUITE 2	SPRINGFIELD, IL, 62703		\$4,169
GENERAL OIL COMPANY, INC.	VARIOUS	5218 RELIABLE PARKWAY	CHICAGO, IL, 60686-0052		\$2,869
GENOA ENVIRONMENTAL, INC.	7/18/2009	DOUG WAGNER 3902 HULL ROAD	HURON, OH, 44839		\$160
GLOBAL ENVIRONMENTAL ENGINEERING, INC.	VARIOUS	P. O. BOX 352	ELK RAPIDS, MI, 49629		\$8,273
HALEY & ALDRICH OF NEW YORK	VARIOUS	200 TOWN CENTRE DRIVE, STE 2	ROCHESTER, NY, 14623-4264		\$7,794
HDR ENGINEERING	VARIOUS	8404 INDIAN HILLS DRIVE	OMAHA, NE, 68114		\$31,279
IOWA DEPT OF NATIONAL RESOURCES	7/27/2009	HAZARDOUS WASTE REMEDIAL FUND 502 E. 9TH STREET	DES MOINES, IA, 50319-0034		\$502
J.A. LOMBARDO & ASSOCIATES	VARIOUS	445 S. LIVERNOIS - SUITE 202	ROCHESTER, MI, 48307		\$5,549
SEVENSON ENVIRONMENTAL SERVICES, INC.	VARIOUS	2749 LOCKPORT ROAD	NIAGARA FALLS, NY, 14302		\$398,695
THE BARTECH GROUP	6/28/2009	6408 RELIABLE PARKWAY	CHICAGO, IL, 60686		\$5,358
WASTE MANAGEMENT	VARIOUS	P.O. BOX 9001054	LOUISVILLE, KY, 40290-1054		\$4,775
WDC EXPLORATION & WELLS	6/27/2009	500 MAIN STREET	WOODLAND, CA, 95695		\$6,375

\$1,924,951

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Exhibit F-2

Environmental Liabilities

Creditor Name	Address	City, State & Zip	<u>C</u> <u>U</u> <u>D</u>	Total Claim Amount
NON-SUPERFUND				
MISSOURI DEPARTMENT OF NATURAL RESOURCES	P.O. BOX 176	JEFFERSON CITY, MO 65102	V V	UNDETERMINED
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION	625 BROADWAY	ALBANY, NY 12233		UNDETERMINED
U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 7	901 N. 5TH STREET	KANSAS CITY, KS 66101		UNDETERMINED
U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION II	290 BROADWAY	NEW YORK, NY 10007		UNDETERMINED
SUPERFUND				
U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 5	77 WEST JACKSON BOULEVARD	CHICAGO, IL 60604-3590		UNDETERMINED
		Т	otal	UNDETERMINED

In re:	Environmental	Corporate	Remediation	Company, Inc.
III I C.	Liivii oiiiiiciitai	Corporate	Kunculation	Company, inc.

	Case No.	09-50030
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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.d., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts and/or unexpired leases to report on this Schedule G.				
NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT			
Worldwide Facilities Group	See Attached Exhibit G-1			

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Exhibit G-1

<u>Name</u>	<u>Description</u>	Contract ID	<u>Address</u>
ADRIAN ENVIRONMENTAL MANAGEMENT, INC.	LETTER AGREEMENT GM CONTRACT ID: E00003_1 START DATE: 1/3/2003	3022975	7533 WILLOW CREEK DRIVE CANTON, MI 48187
AECOM, CONESTOGA-ROVERS & ASSOCIATES, ENVIRON, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#067_2 START DATE: 6/19/2001	3022977	261 MARTINDALE ROAD, UNIT 3 ST. CATHARINES, ON L2W 1A2
AECOM, CONESTOGA-ROVERS & ASSOCIATES, ENVIRON, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#067_3 START DATE: 6/19/2001	3022978	261 MARTINDALE ROAD, UNIT 3 ST. CATHARINES, ON L2W 1A2
AECOM, CONESTOGA-ROVERS & ASSOCIATES, ENVIRON, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#067_4 START DATE: 6/19/2001	3022979	261 MARTINDALE ROAD, UNIT 3 ST. CATHARINES, ON L2W 1A2
AECOM, CONESTOGA-ROVERS & ASSOCIATES, ENVIRON, GEOTECHNOLOGY, INC. AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#067_5 START DATE: 6/19/2001	3022980	261 MARTINDALE ROAD, UNIT 3 ST. CATHARINES, ON L2W 1A2
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#142_1 START DATE: 5/18/2007	3023014	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#142_2 START DATE: 5/18/2007	3023015	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#141 START DATE: 5/18/2007	3023013	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#133 START DATE: 3/15/2006	3023012	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#132 START DATE: 3/15/2006	3023011	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#131_2 START DATE: 3/17/2006	3023010	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116

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Exhibit G-1

<u>Name</u>	<u>Description</u>	Contract ID	Address
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#131_1 START DATE: 3/17/2006	3023009	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#116_2 START DATE: 11/8/2004	3023007	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#142_3 START DATE: 5/18/2007	3023016	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#116_3 START DATE: 11/8/2004	3023008	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	ENCORE AND REALM CONTRACT ASSIGNMENTS GM CONTRACT ID: E00015 START DATE: 5/27/2008	3022981	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#116_1 START DATE: 11/8/2004	3023006	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#058 START DATE: 4/30/2002	3022990	1114 BENFIELD BOULEVARD, SUITE A MILLERSVILLE, MD 21108
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#096_1 START DATE: 10/14/2003	3023003	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#096_2 START DATE: 10/14/2003	3023004	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#098 START DATE: 11/3/2003	3023005	10559 CITATION DRIVE SUITE 100 BRIGHTON , MI 48116
ARCADIS G&M,INC.	CONSOLIDATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00002_2 START DATE: 12/31/2001	3023024	6397 EMERALD PARKWAY SUITE 150 DUBLIN, OH 43016

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Exhibit G-1

<u>Name</u>	<u>Description</u>	Contract ID	<u>Address</u>
ARCADIS, CONESTOGA-ROVERS & ASSOCIATES, SPICER GROUP, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#053 START DATE: 7/15/2001	3023030	6723 TOWPATH ROAD PO BOX 66 SYRACUSE, NY 13214-0066
ARCADIS,G&M, INC.	CONSOLIDATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00026 START DATE: 12/31/2001	3023032	6397 EMERALD PARKWAY SUITE 150 DUBLIN, OH 43016
ARCADIS,G&M, INC.	CONSOLIDATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00024 START DATE: 12/31/2001	3023031	6397 EMERALD PARKWAY SUITE 150 DUBLIN, OH 43016
BLASLAND, BOUCK & LEE,INC	UNCONDITIONAL, IRREVOCABLE MEMBER COMPANY AGREEMENT GM CONTRACT ID: E00021_1 START DATE: 7/28/2003	3023035	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
BOW ENVIRONMENTAL SOLUTIONS, INC.	LETTER AGREEMENT GM CONTRACT ID: E00003_2 START DATE: 1/3/2003	3023036	320 PARK DRIVE DAYTON, OH 45410
CODE ENVIRONMENTAL SERVICES,INC.	LETTER AGREEMENT GM CONTRACT ID: E00001_2 START DATE: 3/5/2009	3023044	400 MIDDLESEX AVENUE CARTERET, NJ 7008
CODE ENVIRONMENTAL SERVICES,INC.	LETTER AGREEMENT GM CONTRACT ID: E00001_1 START DATE: 3/23/2009	3023043	400 MIDDLESEX AVENUE CARTERET, NJ 7008
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#078_3 START DATE: 10/1/2000	3023066	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#104_3 START DATE: 1/1/2004	3023074	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#104_2 START DATE: 1/1/2004	3023073	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#121 START DATE: 5/19/2005	3023080	261 MARTINDALE ROAD UNIT #3 ST. CATHERINES, ON L2W 1A2

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Exhibit G-1

<u>Name</u>	Description	Contract ID	Address
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#102 START DATE: 4/2/2007	3023071	620 SOUTH CAPITAL AVENUE SUITE #100 LANSING, MI 48933
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#086_1 START DATE: 2/4/2003	3023069	620 SOUTH CAPITAL AVENUE SUITE #100 LANSING, MI 48933
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#104_4 START DATE: 1/1/2004	3023075	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#078_4 START DATE: 10/1/2000	3023067	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#104_1 START DATE: 10/17/2008	3023072	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#078_2 START DATE: 10/1/2000	3023065	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#078_1 START DATE: 10/1/2000	3023064	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#070_2 START DATE: 1/1/2002	3023063	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#070_1 START DATE: 1/1/2002	3023062	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#138_2 START DATE: 4/19/2007	3023088	261 MARTINDALE ROAD UNIT #3 ST. CATHERINES, ON L2W 1A2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#078_5 START DATE: 10/1/2000	3023068	7704 MILAN ROAD SANDUSKY, OH 44870

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<u>Name</u>	Description	<u>Contract ID</u>	Address
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#123 START DATE: 7/1/2005	3023081	261 MARTINDALE ROAD UNIT #3 ST. CATHERINES, ON L2W 1A2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#111_2 START DATE: 7/1/2004	3023079	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#111_1 START DATE: 7/1/2004	3023078	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#086_2 START DATE: 2/4/2003	3023070	620 SOUTH CAPITAL AVENUE SUITE #100 LANSING, MI 48933
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#104_6 START DATE: 1/1/2004	3023077	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#104_5 START DATE: 1/1/2004	3023076	7704 MILAN ROAD SANDUSKY, OH 44870
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#134_1 START DATE: 5/8/2006	3023082	651 COLBY DRIVE WATERLOO, ON N2V 1C2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#134_2 START DATE: 5/8/2006	3023083	651 COLBY DRIVE WATERLOO, ON N2V 1C2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#134_3 START DATE: 5/8/2006	3023084	651 COLBY DRIVE WATERLOO, ON N2V 1C2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#137_1 START DATE: 1/2/2007	3023085	261 MARTINDALE ROAD UNIT #3 ST. CATHERINES, ON L2W 1A2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#138_3 START DATE: 4/19/2007	3023046	261 MARTINDALE ROAD UNIT #3 ST. CATHERINES, ON L2W 1A2

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Exhibit G-1

Name	<u>Description</u>	Contract ID	Address
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#137_2 START DATE: 1/2/2007	3023086	261 MARTINDALE ROAD UNIT #3 ST. CATHERINES, ON L2W 1A2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#138_1 START DATE: 4/19/2007	3023087	261 MARTINDALE ROAD UNIT #3 ST. CATHERINES, ON L2W 1A2
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#139 START DATE: 3/30/2007	3023089	620 SOUTH CAPITAL AVENUE SUITE #100 LANSING, MI 48933
CONESTOGA ROVERS AND ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#148 START DATE: 9/4/2007	3023090	651 COLBY DRIVE WATERLOO, ON N2V 1C2
CONESTOGA-ROVERS & ASSOCIATES AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#054_3 START DATE: 7/1/2001	3023154	9033 MERIDIAN WAY WEST CHESTER, OH 45069
CONESTOGA-ROVERS & ASSOCIATES AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#059_1 START DATE: 4/1/2002	3023149	6520 CORPORATE DRIVE INDIANAPOLIS, IN 48278
CONESTOGA-ROVERS & ASSOCIATES AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#059_2 START DATE: 4/1/2002	3023150	6520 CORPORATE DRIVE INDIANAPOLIS, IN 48278
CONESTOGA-ROVERS & ASSOCIATES AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#054_1 START DATE: 7/1/2001	3023153	9033 MERIDIAN WAY WEST CHESTER, OH 45069
CONESTOGA-ROVERS & ASSOCIATES AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#064 START DATE: 7/16/2001	3023152	6520 CORPORATE DRIVE INDIANAPOLIS, IN 48278
CONESTOGA-ROVERS & ASSOCIATES AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#059_3 START DATE: 4/1/2002	3023151	6520 CORPORATE DRIVE INDIANAPOLIS, IN 48278
CONESTOGA-ROVERS & ASSOCIATES, BOART LONGYEAR AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#059_4 START DATE: 4/1/2002	3023163	6520 CORPORATE DRIVE INDIANAPOLIS, IN 48278

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Exhibit G-1

Name	<u>Description</u>	Contract ID	<u>Address</u>
CONESTOGA-ROVERS & ASSOCIATES, INC.	AMENDMENT NUMBER 1 TO SERIES A PREFERRED SHARE OPTION AGREEMENT GM CONTRACT ID: E00009 START DATE: 12/13/2000	3023167	651 COLBY DRIVE WATERLOO, ON N2V 1C2
CONESTOGA-ROVERS & ASSOCIATES, INC. AND CRA SERVICES	PROJECT MEMORANDUM GM CONTRACT ID: PM142_2 START DATE: 5/18/2007	3023173	651 COLBY DRIVE WATERLOO, ON
CONESTOGA-ROVERS & ASSOCIATES, INC. AND CRA SERVICES	PROJECT MEMORANDUM GM CONTRACT ID: PM148 START DATE: 9/4/2007	3023171	651 COLBY DRIVE WATERLOO, ON
CONESTOGA-ROVERS & ASSOCIATES, INC. AND CRA SERVICES	PROJECT MEMORANDUM GM CONTRACT ID: PM142_1 START DATE: 5/18/2007	3023172	651 COLBY DRIVE WATERLOO, ON
CONESTOGA-ROVERS & ASSOCIATES, YOUNG'S ENVIRONMENTAL CLEANUP, INC., AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#054_2 START DATE: 7/1/2001	3023175	9033 MERIDIAN WAY WEST CHESTER, OH 45069
DE MAXIMIS,INC	LETTER AGREEMENT GM CONTRACT ID: E00007 START DATE: 12/5/2001	3023184	450 MONTBROOK LANE KNOXVILLE , TN 37919
DYNECOL AND ARCADIS	LETTER AGREEMENTS GM CONTRACT ID: E#037 START DATE: 12/1/2008	3023186	6520 GEORGIA STREET DETROIT, MI 48211
EARTH TECH, CONESTOGA-ROVERS & ASSOCIATES, ENVIRON, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#067_1 START DATE: 6/19/2001	3023187	261 MARTINDALE ROAD, UNIT 3 ST. CATHARINES, ON L2W 1A2
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00004_2 START DATE: 11/18/2008	3023196	6723 TOWPATH ROAD BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	PROFESSIONAL AND CONSTRUCTION SERVICES AGREEMENT GM CONTRACT ID: E00020 START DATE: 1/1/2003	3023205	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511

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Exhibit G-1

<u>Name</u>	<u>Description</u>	Contract ID	Address
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	PROFESSIONAL AND CONSTRUCTION SERVICES AGREEMENT GM CONTRACT ID: E00019 START DATE: 1/1/2003	3023204	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	PROFESSIONAL AND CONSTRUCTION SERVICES AGREEMENT GM CONTRACT ID: E00018 START DATE: 1/1/2005	3023203	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	STOCK OPTION AGREEMENT GM CONTRACT ID: E00017 START DATE: 4/5/2001	3023202	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	RIGHT OF FIRST REFUSAL AGREEMENT GM CONTRACT ID: E00014_3 START DATE: 4/5/2001	3023201	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	RIGHT OF FIRST REFUSAL AGREEMENT GM CONTRACT ID: E00014_2 START DATE: 4/5/2001	3023200	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	RIGHT OF FIRST REFUSAL AGREEMENT GM CONTRACT ID: E00014_1 START DATE: 4/5/2001	3023199	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	STOCK SUBSCRIPTION AGREEMENT GM CONTRACT ID: E00013_1 START DATE: 4/5/2001	3023197	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00002_1 START DATE: 8/15/2003	3023195	6723 TOWPATH ROAD SYRACUSE, NY 13214
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	PROFESSIONAL AND CONSTRUCTION SERVICES AGREEMENT GM CONTRACT ID: E00021_4 START DATE: 4/5/2001	3023194	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	PROFESSIONAL AND CONSTRUCTION SERVICES AGREEMENT GM CONTRACT ID: E00021_3 START DATE: 4/5/2001	3023193	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511

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Exhibit G-1

<u>Name</u>	<u>Description</u>	Contract ID	Address
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	PROFESSIONAL AND CONSTRUCTION SERVICES AGREEMENT GM CONTRACT ID: E00021_2 START DATE: 4/5/2001	3023192	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	PROFESSIONAL AND CONSTRUCTION SERVICES AGREEMENT GM CONTRACT ID: E00012 START DATE: 4/5/2001	3023191	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	CONSTRUCTION AND PROFESSIONAL SERVICES AGREEMENT GM CONTRACT ID: E00010 START DATE: 4/30/2001	3023190	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	CONSTRUCTION AND PROFESSIONAL SERVICES AGREEMENT GM CONTRACT ID: E00003_6 START DATE: 4/30/2001	3023189	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00022 START DATE: 5/19/2005	3023188	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC	STOCK SUBSCRIPTION AGREEMENT GM CONTRACT ID: E00013_2 START DATE: 4/5/2001	3023198	3700 REGENCY PARKWAY SUITE 140 CARY, NC 27511
ENCORE ENVIRONMENTAL CONSORTIUM, LLC C/O BLASLAND,BOUCK & LEE	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00005_2 START DATE: 7/15/2003	3023207	6723 TOWPATH ROAD SYRACUSE, NY 13214
ENCORE ENVIRONMENTAL CONSORTIUM, LLC C/O BLASLAND,BOUCK & LEE	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00011 START DATE: 8/15/2003	3023208	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMENTAL CONSORTIUM, LLC C/O BLASLAND,BOUCK & LEE	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00005_1	3023206	6723 TOWPATH ROAD SYRACUSE, NY 13214
ENCORE ENVIRONMENTAL CONSORTIUM,LLC	STOCK SUBSCRIPTION AGREEMENT GM CONTRACT ID: E00008 START DATE: 4/5/2001	3023209	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214

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Exhibit G-1

Name	Description	Contract ID	Address
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM410_2 START DATE: 11/19/2008	3023224	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM404_1 START DATE: 2/26/2007	3023218	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM400_3 START DATE: 11/26/2008	3023217	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM400_2 START DATE: 11/26/2008	3023216	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM400_1 START DATE: 4/2/2007	3023215	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM404_2 START DATE: 2/26/2007	3023219	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM405_1 START DATE: 1/1/2008	3023220	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM405_2 START DATE: 1/1/2008	3023221	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM405_3 START DATE: 1/1/2008	3023222	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM410_1 START DATE: 12/4/2008	3023223	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM150 START DATE: 11/26/2008	3023214	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214

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<u>Name</u>	Description	Contract ID	Address
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM149_2 START DATE: 11/19/2008	3023213	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM149_1 START DATE: 12/4/2008	3023212	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE ENVIRONMETAL CONSORTIUM (LLC)	PROJECT MEMORANDUM GM CONTRACT ID: PM#149_1 START DATE: 12/4/2008	3023210	6723 TOWPATH ROAD P.O. BOX 66 SYRACUSE, NY 13214
ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#033_4 START DATE: 5/29/2001	3023226	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#041_4 START DATE: 3/19/2002	3023227	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#033_2 START DATE: 5/29/2001	3023225	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC AND ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#035_1 START DATE: 2/8/2002	3023228	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC AND ARCADIS	PROJECT MEMORANDUM GM CONTRACT ID: PM#035_2 START DATE: 2/8/2002	3023229	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_2 START DATE: 1/1/2001	3023235	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_4 START DATE: 1/1/2001	3023237	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#021_1 START DATE: 4/15/2001	3023233	14496 N SHELDON RD. SUITE 200 PLYMOUTH, MI 48170
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#029	3023230	651 COLBY DRIVE WATERLOO, ON N2V 1C2

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Name	<u>Description</u>	Contract ID	Address
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_8 START DATE: 1/1/2001	3023241	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_7 START DATE: 1/1/2001	3023240	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_5 START DATE: 1/1/2001	3023238	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_3 START DATE: 1/1/2001	3023236	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#021_2 START DATE: 4/15/2001	3023234	14496 N SHELDON RD. SUITE 200 PLYMOUTH, MI 48170
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#033_3 START DATE: 5/29/2001	3023232	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#033_1 START DATE: 5/29/2001	3023231	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_6 START DATE: 1/1/2001	3023239	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE LLC, ARCADIS, CONESTOGA-ROVERS & ASSOCIATES, AND BEIRLEIN	PROJECT MEMORANDUM GM CONTRACT ID: PM#037 START DATE: 1/28/2001	3023242	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC, ARCADIS, CONESTOGA-ROVERS & ASSOCIATES, HALEY & ALDRICH, IWPC, EXPONENT, ENVIRON, DECISIONQUEST	PROJECT MEMORANDUM GM CONTRACT ID: PM#005_5 START DATE: 5/30/2001	3023247	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC, ARCADIS, CONESTOGA-ROVERS & ASSOCIATES, HALEY & ALDRICH, IWPC, EXPONENT, ENVIRON, DECISIONQUEST	PROJECT MEMORANDUM GM CONTRACT ID: PM#005_3 START DATE: 5/30/2001	3023245	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131

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<u>Name</u>	<u>Description</u>	Contract ID	Address
ENCORE LLC, ARCADIS, CONESTOGA-ROVERS & ASSOCIATES, HALEY & ALDRICH, IWPC, EXPONENT, ENVIRON, DECISIONQUEST	PROJECT MEMORANDUM GM CONTRACT ID: PM#005_1 START DATE: 5/30/2001	3023243	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC, ARCADIS, CONESTOGA-ROVERS & ASSOCIATES, HALEY & ALDRICH, IWPC, EXPONENT, ENVIRON, DECISIONQUEST	PROJECT MEMORANDUM GM CONTRACT ID: PM#005_4 START DATE: 5/30/2001	3023246	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC, ARCADIS, CONESTOGA-ROVERS & ASSOCIATES, HALEY & ALDRICH, IWPC, EXPONENT, ENVIRON, DECISIONQUEST	PROJECT MEMORANDUM GM CONTRACT ID: PM#005_2 START DATE: 5/30/2001	3023244	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE LLC, ENVIRON, AND CONESTOGA-ROVERS & ASSOCIATES	PROJECT MEMORANDUM GM CONTRACT ID: PM#051_1 START DATE: 1/1/2001	3023248	651 COLBY DRIVE WATERLOO, ON N2V 1C2
ENCORE, LLC	PROJECT MEMORANDUM CHANGE ORDER GM CONTRACT ID: PM#121_2 START DATE: 5/19/2005	3023249	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE, LLC	PROJECT MEMORANDUM CHANGE ORDER GM CONTRACT ID: PM# 121_1 START DATE: 5/19/2005	3023251	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENCORE, LLC	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00004_1 START DATE: 12/17/2008	3023252	6723 TOWPATH ROAD BOX 66 SYRACUSE, NY 13214
ENCORE, LLC	PROJECT MEMORANDUM CHANGE ORDER GM CONTRACT ID: PM# 121_3 START DATE: 5/19/2005	3023250	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
ENGINEERING MANAGEMENT,INC.	LETTER AGREEMENT GM CONTRACT ID: E00006 START DATE: 12/5/2001	3023254	1500 ARDMORE BLVD SUITE 502 PITTSBURG, PA 15221
ENVIRON INTERNATIONAL CORPORATION	CONSOLIDATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00004_4 START DATE: 11/18/2008	3023255	214 CARNEGIE CENTER PRINCETON, NJ 8540
ENVIRON INTERNATIONAL CORPORATION	CONSOLIDATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00004_3 START DATE: 12/17/2008	3023256	214 CARNEGIE CENTER PRINCETON, NJ 8540

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Name	<u>Description</u>	Contract ID	Address
FAVERO GEOSCIENCES	LETTER AGREEMENT GM CONTRACT ID: E00003_3 START DATE: 2/14/2006	3023261	1210 SOUTH 5TH STREET SUITE 2 SPRINGFIELD, IL 62703
FAVERO GEOSCIENCES	LETTER AGREEMENT GM CONTRACT ID: E00003_5 START DATE: 1/3/2003	3023262	1210 SOUTH 5TH STREET SUITE 2 SPRINGFIELD, IL 62703
GENOA ENVIRONMENTAL,INC.	LETTER AGREEMENT GM CONTRACT ID: E00003_4 START DATE: 1/3/2003	3023265	729 CURRAN STREET SANDUSKY, OH 44870
HALEY & ALDRICH	PROJECT MEMORANDUM GM CONTRACT ID: PM#140 START DATE: 5/20/2007	3023272	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH	PROJECT MEMORANDUM GM CONTRACT ID: PM#076_1 START DATE: 9/10/2007	3023279	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH	PROJECT MEMORANDUM GM CONTRACT ID: PM#084_1 START DATE: 1/10/2003	3023280	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH	PROJECT MEMORANDUM GM CONTRACT ID: PM#084_2 START DATE: 1/10/2003	3023281	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#039_4 START DATE: 2/18/2002	3023283	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH, CODE ENVIRONMENTAL SERVICES, INC., AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#041_2 START DATE: 3/19/2002	3023285	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH, CODE ENVIRONMENTAL SERVICES, INC., AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#041_1 START DATE: 3/19/2002	3023284	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH, CODE ENVIRONMENTAL SERVICES, INC., ENVIRON AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#041_3 START DATE: 3/19/2002	3023286	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131

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<u>Name</u>	<u>Description</u>	Contract ID	<u>Address</u>
HALEY & ALDRICH, CONESTOGA-ROVERS & ASSOCIATES, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#039_1 START DATE: 2/18/2002	3023287	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH, CONESTOGA-ROVERS & ASSOCIATES, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#041_5 START DATE: 3/19/2002	3023290	5755 GRANGER RD., SUITE 320 CLEVELAND, OH 44131
HALEY & ALDRICH, CONESTOGA-ROVERS & ASSOCIATES, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#039_2 START DATE: 2/18/2002	3023288	340 GRANITE STREET, 3RD FLOOR MANCHESTER, NH 03102
HALEY & ALDRICH, CONESTOGA-ROVERS & ASSOCIATES, AND ENCORE LLC	PROJECT MEMORANDUM GM CONTRACT ID: PM#039_3 START DATE: 2/18/2002	3023289	340 GRANITE STREET, 3RD FLOOR MANCHESTER, NH 03102
HDR ENGINEERING	LETTER AGREEMENT GM CONTRACT ID: E00001_6 START DATE: 1/20/2009	3023295	8404 INDIAN HILLS DRIVE OMAHA, NE 68114
HDR ENGINEERING	LETTER AGREEMENT GM CONTRACT ID: E00001_5 START DATE: 1/20/2009	3023294	8404 INDIAN HILLS DRIVE OMAHA, NE 68114
HDR ENGINEERING	LETTER AGREEMENT GM CONTRACT ID: E00001_4 START DATE: 4/3/2009	3023293	8404 INDIAN HILLS DRIVE OMAHA, NE 68114
HDR ENGINEERING	LETTER AGREEMENT GM CONTRACT ID: E00001_3 START DATE: 4/3/2009	3023292	8404 INDIAN HILLS DRIVE OMAHA, NE 68114
INLAND WATERS POLLUTION CONTROL, INC.	AMENDED AND RESTATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00016 START DATE: 12/15/2004	3023296	2920 SCOTTEN DETROIT, MI 48210
MPS GROUP	LETTER AGREEMENTS GM CONTRACT ID: E#132 START DATE: 6/29/2009	3023299	2920 SCOTTEN DETROIT, MI 48219
NOVA CONSULTANTS	CONSOLIDATED SUPPLIER PROJECT DELIVERY SYSTEM AGREEMENT GM CONTRACT ID: E00025 START DATE: 7/1/2002	3023300	21580 NOVI ROAD SUITE 300 NOVI, MI 48375

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Name	<u>Description</u>	<u>Contract ID</u>	Address
O'BRIEN & GERE ENGINEERS	PROJECT MEMORANDUM GM CONTRACT ID: PM411_1 START DATE: 2/22/2008	3023319	37000 GRAND RIVER AVENUE FARMINGTON HILLS, MI 48335
O'BRIEN & GERE ENGINEERS	PROJECT MEMORANDUM GM CONTRACT ID: PM#079_1 START DATE: 8/16/2002	3023316	37000 GRAND RIVER AVENUE FARMINGTON HILLS, MI 48335
O'BRIEN & GERE ENGINEERS	PROJECT MEMORANDUM GM CONTRACT ID: PM411_2 START DATE: 2/22/2009	3023320	37000 GRAND RIVER AVENUE FARMINGTON HILLS, MI 48335
O'BRIEN & GERE ENGINEERS	PROJECT MEMORANDUM GM CONTRACT ID: PM#079_2 START DATE: 8/16/2002	3023317	37000 GRAND RIVER AVENUE FARMINGTON HILLS, MI 48335
PERFORMANCE SITE ENVIRONMENTAL AND OHIO BUREAU OF WORKERS' COMPENSATION	LETTER AGREEMENTS GM CONTRACT ID: E#116 START DATE: 6/29/2009	3023321	2323 PERFORMANCE PARKWAY COLUMBUS, OH 43207
REPUBLIC/ALLIED	LETTER AGREEMENT GM CONTRACT ID: E00001_8 START DATE: 3/16/2009	3023322	5400 COGSWELL ROAD WAYNE, MI 48184
SAFETY-KLEEN SYSTEMS,INC.	LETTER AGREEMENT GM CONTRACT ID: E00001_7 START DATE: 4/16/2009	3023325	6625 W. FRYE CHANDLER, AZ 85226
THE ENVIRONMENTAL QUALITY COMPANY	LETTER AGREEMENTS GM CONTRACT ID: E#020 START DATE: 1/28/2009	3023326	36255 MICHIGAN AVENUE WAYNE, MI 48184
THE ENVIRONMENTAL QUALITY COMPANY	LETTER AGREEMENTS GM CONTRACT ID: E#037_1 START DATE: 5/19/2009	3023327	2701 NORTH I-94 SERVICE DRIVE YPSILANTI, MI 48198
THE ENVIRONMENTAL QUALITY COMPANY	LETTER AGREEMENTS GM CONTRACT ID: E#072 START DATE: 4/6/2009	3023328	36255 MICHIGAN AVENUE WAYNE, MI 48184
THE ENVIRONMENTAL QUALITY COMPANY	LETTER AGREEMENTS GM CONTRACT ID: E#111_2 START DATE: 1/19/2009	3023329	36255 MICHIGAN AVENUE WAYNE, MI 48184

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Name	<u>Description</u>	Contract ID	Address
THE ENVIRONMENTAL QUALITY COMPANY AND CONESTOGAROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#037_4 START DATE: 11/28/2008	3023333	2701 NORTH I-94 SERVICE DRIVE YPSILANTI, MI 48198
THE ENVIRONMENTAL QUALITY COMPANY AND CONESTOGAROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#037_2 START DATE: 4/1/2009	3023330	2701 NORTH I-94 SERVICE DRIVE YPSILANTI, MI 48198
THE ENVIRONMENTAL QUALITY COMPANY AND CONESTOGAROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#037_3 START DATE: 2/27/2009	3023331	2701 NORTH I-94 SERVICE DRIVE YPSILANTI, MI 48198
THE ENVIRONMENTAL QUALITY COMPANY AND CONESTOGAROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#111_1 START DATE: 3/26/2009	3023332	36255 MICHIGAN AVENUE WAYNE, MI 48184
U.S. INDUSTRIAL TECHNOLOGIES AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#111_2 START DATE: 1/27/2009	3023336	13075 NEWBURGH ROAD LIVONIA, MI 48150
U.S. INDUSTRIAL TECHNOLOGIES AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#191_2 START DATE: 2/8/2009	3023338	13075 NEWBURGH ROAD LIVONIA, MI 48150
U.S. INDUSTRIAL TECHNOLOGIES AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#191_1 START DATE: 5/15/2009	3023337	13075 NEWBURGH ROAD LIVONIA, MI 48150
U.S. INDUSTRIAL TECHNOLOGIES AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#173_3 START DATE: 2/8/2009	3023341	13075 NEWBURGH ROAD LIVONIA, MI 48150
U.S. INDUSTRIAL TECHNOLOGIES AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#173_2 START DATE: 4/27/2009	3023340	13075 NEWBURGH ROAD LIVONIA, MI 48150
U.S. INDUSTRIAL TECHNOLOGIES AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#173_1 START DATE: 5/14/2009	3023339	13075 NEWBURGH ROAD LIVONIA, MI 48150
U.S. INDUSTRIAL TECHNOLOGIES AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#111_1 START DATE: 3/24/2009	3023335	13075 NEWBURGH ROAD LIVONIA, MI 48150

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Worldwide Facilities Group

Name	Description	Contract ID	Address
URS CORPORATION	LETTER AGREEMENT GM CONTRACT ID: E00023 START DATE: 12/5/2001	3023342	282 DELAWARE AVENUE BUFFALO, NY 14202
WASTE MANAGEMENT	LETTER AGREEMENTS GM CONTRACT ID: E#116_2 START DATE: 5/27/2009	3023351	12200 E. 13 MILE ROAD, SUITE 120 WARREN, MI 48093
WASTE MANAGEMENT	LETTER AGREEMENTS GM CONTRACT ID: E#116_1 START DATE: 6/30/2009	3023350	2323 PERFORMANCE PARKWAY COLUMBUS, OH 43207
WASTE MANAGEMENT AND CONESTOGA-ROVERS & ASSOCIATES	LETTER AGREEMENTS GM CONTRACT ID: E#095 START DATE: 4/9/2009	3023356	12200 E. 13 MILE ROAD, SUITE 120 WARREN, MI 48093
WDC EXPLORATION & WELLS	LETTER AGREEMENT GM CONTRACT ID: E00001_9 START DATE: 6/3/2009	3023357	1200 W. SAN PEDRO STREET GILBERT, AZ 85233

TOTAL NUMBER OF CONTRACTS: 190

In re: Environmental Corporate Remediation Company, Ir	In	re:	Environmental	Cor	porate	Remediation	Company,	, In
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Case No. <u>09-50030</u>

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than in a joint case, that is also liable on any debts listed by debtor in the schedule of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child isIn community property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the six years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

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Check this box if debtor has no codebtor

NAME AND ADDRESS OF CODEBTOR DESCRIPTION

DECLARATION CONCERNING DEBTOR'S SCHEDULES

Case Number: 09-50030

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the Authorized Signatory of Environmental Corporate Remediation Company, Inc., declare under penalty of perjury that I have read the foregoing summary and schedules, and that they are true and correct to the best of my knowledge, information and belief.

Date:	October 15, 2009	Signature: /s/ David F. Head
		David F. Head, Vice President and Assistant Treasurer Name and Title

Penalty for making a false statement: Fine of up to \$500,000, or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571.