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Bankruptcy Case No. 19-00010 Chapter 11

ORDER CONFIRMING THE FIFTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR THE ARCHBISHOP OF AGAÑA

This case is before the Court on the Fifth Amended Joint Chapter 11 Plan of Reorganization for the Archbishop of Agaña [ECF No. 1044] (the "Plan") proposed by the Debtor and the Official Committee of Unsecured Creditors. Undefined capitalized terms in this order have the meanings set forth in the Plan. The Court conducted the Plan confirmation hearing on October 3 and 4, 2022. Based upon the Plan, the findings and conclusions set forth in the Court's Confirmation Findings and Conclusions [ECF No. 1090] entered concurrently with this order, the findings, conclusions and statements of the Court on the record at the confirmation hearing, and the order approving the AIG Insurers Settlement Agreement, and the order approving the BSA Objection Compromise (as defined below), which are incorporated into this Confirmation Order by reference, the Court further finds and concludes as follows:

IT IS ORDERED:

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¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. PLAN PROPONENTS' ORDER

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1. **CONFIRMATION**. The Plan is confirmed. The Plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the Plan and this case.

- 2. BINDING EFFECT OF THE PLAN. The terms of the Plan are approved, and effective as of the Effective Date, are binding, including without limitation upon any and all entities acquiring property under the Plan, and all holders of Claims and Interests, any and all non-debtor parties to executory contracts, any and all Tort Claimants, Unknown Tort Claimants, and other creditors, whether or not such creditor has filed a proof of claim, whether or not the Claim of such creditor is impaired under the Plan, and whether or not such creditor has accepted or rejected the Plan. ALL ENTITIES SHALL ACT OR REFRAIN FROM ACTING AS SET **FORTH IN THE PLAN.** As set forth in Section 13.9 of the Plan, nothing in the Plan, the AIG Settlement Agreement, or otherwise (and nothing in this order) affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, Class 3 Claimant, or Class 4 Claimant to act in violation of applicable law or affirmatively authorizes such persons to violate or prohibits such persons from violating any relevant and operative provision(s) of the BSA Confirmation Opinion, the BSA Plan, or the BSA Confirmation Order, including the injunctions and releases provided or approved thereunder; provided, however, that no reference in the Plan (or in this order) to the BSA Confirmation Opinion, the BSA Plan, or the BSA Confirmation Order, including the injunctions and releases provided or approved thereunder, shall limit the rights, if any, of the Trust, Reorganized Debtor, a Class 3 Claimant, and/or a Class 4 Claimant, against a BSA Non-Settling Insurance Company, as those rights are defined by any relevant and operative provision(s) of the BSA Confirmation Opinion, the BSA Plan, and/or the BSA Confirmation Order, including the injunctions and releases provided or approved thereunder.
- 3. **VESTING OF ESTATE'S ASSETS**. Except as otherwise provided in this order or in the Plan, and as of the Effective Date of the Plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the Debtor's Estate and all property dealt with by the Plan are vested in the Trust or the Reorganized Debtor, or as may otherwise be set forth in the Plan, free and clear of all liens, Interests and Claims against the Debtor. Pursuant to the Plan, and in accordance with Bankruptcy

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² Plan Section 4.9 identified Debtor Prefix for Lot 2365-1-1, Barrigada, as BAR30. The correct Debtor Prefix for Lot 2365-1-1, Barrigada, is BAR27, as correctly reflected in Plan Ex. G. PLAN PROPONENTS' ORDER

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Code §§ 105, 363, and 1123, the Debtor is authorized to sell the Real Property Assets identified in **Exhibit A** to this Order, to the Trust, free and clear of all liens, Claims, and Interest, including, but not limited to, any deed language or restrictions that limit the ownership, use, sale, or that otherwise affect the marketability of title, of the Real Property Assets. Pursuant to Plan Section 4.9(b),(c), notwithstanding the transfer free and clear to the Trust, the Small Business Administration shall retain its liens, if any, in the Reorganized Debtor's interest in the Preserved Parcels, including, but not limited to, the Preserved Parcels related to MAN1&8 and BAR27.² Notwithstanding the transfer free and clear to the Trust, and pursuant to Plan Section 4.9(b),(c), the Debtor shall transfer BAR25 to the Trust subject to the mortgage of the Small Business Administration, instrument number 590157 (the "BAR25 SBA Mortgage"). In the event the Trust sells BAR25 and satisfies, in whole or in part, the BAR25 SBA Mortgage, the Reorganized Debtor shall execute and deliver to the Trust a note in the amount equal to the amount paid by the Trust to satisfy the BAR25 SBA Mortgage (the "BAR25 Replacement Note"). The BAR Replacement Note shall contain substantially the same terms as the note held by the Small Business Administration related to the BAR25 SBA Mortgage. Pursuant to Plan Section 4.6, notwithstanding the transfer free and clear to the Trust, the Reorganized Debtor shall grant the Bank of Guam mortgages on the Reorganized Debtor's interest in the Preserved Parcels related to YON6, MER5, and SIN14.

4. **PRE-EFFECTIVE DATE SALES**. Pursuant to Plan Section 5.1(b)(2)(vii), the

Debtor is authorized to take all reasonable and necessary steps to market and sell the

FHP/TakeCare Real Property and the Chancery Real Property, including, but not limited to,

incurring all reasonable and necessary expenses, not to exceed \$500,000.00, to renovate and outfit

the Cathedral for use as the Reorganized Debtor's headquarters and Chancery office and moving

expenses. With the consent of the Committee, the Debtor is authorized to sell the FHP/TakeCare

Real Property and the Chancery Real Property pursuant to Bankruptcy Code Section 363(b)(1),

without further order of the Court; provided, however, that any sale of the FHP/TakeCare Real

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Property and the Chancery Real Property requiring the protections of Bankruptcy Code Sections 363(f) and/or 363(m) shall require approval of the sale by this Court after notice and a hearing. The Debtor is authorized to use the proceeds of any real property sales authorized pursuant to this Paragraph to fund the Plan as provided in Plan Section 5.1. As provided in Plan Section 5.1(b)(2)(vii), the Debtor may hire a real estate agent, subject to the approval of the Committee, with such real estate agent's employment and compensation subject to applicable provisions of the Bankruptcy Code, including Section 327, 328, 330, and/or 331.

5. **DISCHARGE**. Except as otherwise expressly provided in the Plan or in this order, on the Effective Date of the Plan, the Debtor is discharged from, and its liability is extinguished completely in respect to, any Claim and debt, whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, based on conduct occurring before the Confirmation Date, including, without limitation, all interest, if any, on any such Claims and debts, whether such interest accrued before or after the Petition Date, and including all Claims and debts of the kind specified in Bankruptcy Code Sections 502(g), 502(h), and 502(i), whether or not a Proof of Claim is filed or is deemed filed under Bankruptcy Code Section 501, such Claim is allowed under Bankruptcy Code Section 502, or the holder of such Claim has accepted the Plan. Notwithstanding anything in the foregoing sentence, the injunction provided for in this section 5 shall not discharge or enjoin the Debtor or Reorganized Debtor from any liabilities arising from transactions and events occurring in the ordinary course of the Debtor's business during the pendency of this case arising within the scope of 28 U.S.C. § 959. For clarity, the Debtor is not discharged from its obligations to fund the Unknown Tort Claim Reserve or from Non-Settling Insurer Policy Claims, but recourse with respect to Non-Settling Insurer Policy Claims is limited to the proceeds of Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort

Claim or Unknown Tort Claim, and any such judgments or awards will be handled in accordance with applicable Sections of the Plan.

Tort Claimants and the Trust shall be permitted to name the Debtor in any proceeding to resolve whether the Debtor has liability for Tort Claims or Unknown Tort Claims and the amount of any such liability, solely for the purpose of obtaining insurance coverage from Non-Settling Insurers. The discharge hereunder does not apply to, and shall not limit in any way the obligations of Non-Settling Insurers to defend and pay, the Debtor's liability for Tort Claims or Unknown Tort Claims under Non-Settling Insurer Policies. The limitations otherwise set forth in the Plan on a Tort Claimant or Unknown Tort Claimant's recovery will not in any way limit the Non-Settling Insurers' obligations under the Non-Settling Insurer Policies or the Tort Claimants', Unknown Tort Claimants', and/or Trust's recoveries against the Non-Settling Insurers for the Non-Settling Insurers' conduct in connection with the defense or settlement of a Tort Claim, including on any judgments in excess of the limits of a Non-Settling Insurer Policy.

- 6. **EXCULPATION AND LIMITATION OF LIABILITY**. The exculpation and limitations of liability provided in the Plan to the Exculpated Parties are valid and incorporated into this Order.
- 7. CHANNELING INJUNCTION PREVENTING PROSECUTION OF CHANNELED CLAIMS AGAINST PROTECTED PARTIES AND SETTLING INSURERS.
 - (a) In consideration of the undertakings of the Protected Parties and Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurers, and pursuant to Section 105 of the Bankruptcy Code:

- 1. any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims; and
- 2. all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers, including:
 - i. commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or Settling Insurers or against the property of any of the Protected Parties or Settling Insurers;
 - ii. enforcing, attaching, collecting or recovering, by any manner or means, from any of the Protected Parties or Settling Insurers, or the property of any of the Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties, Settling Insurers, or any other Person;
 - iii. creating, perfecting or enforcing any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurers, or the property of the Protected Parties or the Settling Insurers;
 - iv. asserting, implementing or effectuating any Channeled Claim of any kind against:
 - 1. any obligation due any of the Protected Parties or Settling Insurers;
 - 2. any of the Protected Parties or Settling Insurers; or
 - 3. the property of any of the Protected Parties or Settling Insurers.
 - v. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and

vi. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers.

Notwithstanding anything to the contrary in the Plan, Tort Claimants and the Trust shall be permitted to name the Archdiocese and any other Protected Party in any proceeding to resolve whether the Archdiocese or such other Protected Party has liability for a Tort Claim, and the amount of any such liability, for the purpose of obtaining insurance coverage from Non-Settling Insurers under the Non-Settling Insurer Policies, but recourse in the proceeding is limited to the proceeds of Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort Claim, and any such judgments or awards will be turned over to the Trust for handling in accordance with Plan Sections 6.14(i) and (j).

The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in Plan Section 13.3 shall inure to the benefit of the Protected Parties and Settling Insurers. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

The Channeling Injunction will not be for the benefit of Non-Settling Insurers or Persons who are not Protected Parties.

The Channeling Injunction will be effective with respect to the Settling Insurers Entities as of the date that the Trust receives the amount(s) set for in Plan Section 7.11.

8. SUPPLEMENTAL SETTLING INSURER INJUNCTION.

Settling Insurers. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchases of insurance policies or Interests in insurance policies free and clear of all interests pursuant to Section 363(f) of the Bankruptcy Code:

Any and all Persons who have held, now hold or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, Unknown Tort Claimants, perpetrators, and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Settling Insurers, or any other Person covered or allegedly covered under the Settling Insurer Policies, that directly or indirectly arise from, relate to, or are in connection with (i) any of the Settling Insurer Policy but for an Insurance Settlement Agreement, any Tort Claims, Direct Action Claims, Indirect Claims, Coverage Claims, and Released Claims; (ii) the payment of any of the Claims identified in (i), including Contribution Claims and Medicare Claims; (iii) Extra-Contractual Claims; and (iv) Unknown Tort Claim are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly

or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the Settling Insurers or the Settling Insurer Policies:

- 1. Commencing or continuing in any manner any action or other proceeding against the Settling Insurers or the property of the Settling Insurers;
- 2. Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers;
- 3. Creating, perfecting, or enforcing any lien of any kind against the Settling Insurers or the property of the Settling Insurers;
- 4. Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurers or the property of the Settling Insurers; and
- 5. Taking any action, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

For the avoidance of doubt, this Supplemental Settling Insurer Injunction bars the abovereferenced actions against the Settling Insurers as to the Settling Insurer Policies but against no
other person or thing. The foregoing injunctive provisions are an integral part of this Plan and are
essential to its implementation. For the avoidance of doubt, this Supplemental Settling Insurer
Injunction shall not apply to: (i) any Persons who are not Protected Parties but who are insured
under any Other Insurance Policies, with respect to coverage under such Other Insurance Policies;
(ii) any Claims of any Persons that are covered or alleged to be covered under such Other Insurance
Policies, to the extent such Claims are not Tort Claims or Indirect Claims against a Protected Party.

The Supplemental Settling Insurer Injunction will not be for the benefit of Non-Settling Insurers.

The Supplemental Settling Insurer Injunction will be effective with respect to any Settling Insurers Entities as of the date that the Trust receives the Settlement Amount (as defined in any Insurance Settlement Agreement).

- 9. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the Effective Date of the Plan, the injunctions provided for in the Plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the Plan, the injunctive provisions of Bankruptcy Code Sections 524 and 1141, and all injunctions or stays protecting the Protected Parties and Settling Insurers are permanent and will remain in full force and effect following the Effective Date and are not subject to being vacated or modified.
- 10. **LIABILITY OF JOINT TORTFEASORS**. Pursuant to applicable provisions of the Plan, any person or entity that is or was alleged to be a joint tortfeasor with the Protected Parties in connection with the Abuse that forms the basis of a Class 3 Claim or a Class 4 Claim shall not be liable for any Protected Party's share of causal liability or fault for such Claim.
- 11. **PROFESSIONAL FEES AND OTHER ADMINISTRATIVE EXPENSES**. Requests for allowance and payment of Administrative Claims, except for Professional Claims, must be filed and served no later than thirty (30) days after entry of this Order. Requests for allowance and payment of Professional Claims shall be filed and served in accordance with applicable provisions of the Plan.
- 12. APPROVAL OF COMPROMISES RELATED TO THE PLAN. The Debtor is authorized and permitted to enter into the promises and compromises contained in the Stipulation by and Between the Debtor, Official Committee of Unsecured Creditors and Boy Scouts of America Regarding the BSA Plan Objection and Claim Objection (the "BSA Objection Compromise"). Upon approval of the BSA Objection Compromise by the Bankruptcy Court for the District of Delaware (the "Delaware Bankruptcy Court") (or other court of competent jurisdiction), the Debtor shall (a) withdraw any pending notice of appeal filed in the BSA's bankruptcy case before the Delaware Bankruptcy Court (Case No. 20-10343 (LSS) (Bankr. D. Del.)) and the Delaware District Court (Case No. 22-01254 (D. Del.) or as may be further assigned and consolidated, (b) take all steps necessary to resolve and close the appeal of the BSA's Plan,

the BSA Confirmation Order and/or the BSA Confirmation Opinion (as those terms are used in the BSA Objection Compromise) or any other appeal otherwise by the Debtor related to the BSA's bankruptcy case filed in the Delaware District Court; and (c) forever waive any such right to appeal the BSA Plan, the BSA Confirmation Order, and/or the BSA Confirmation Opinion.

- 13. **FEES PAYABLE UNDER 28 U.S.C. § 1930**. Plan Section 2.2 provides that it is severable and may be modified, stricken, or otherwise altered based on a final determination of the appropriate calculation of fees payable under 28 U.S.C. § 1930. The Plan Proponents and the Office of the United States Trustee have agreed that the Court will determine the appropriate calculation of fees payable under 28 U.S.C. § 1930 through a contested matter to be heard within 90 days of entry of this Order. Pursuant to 11 U.S.C. § 1127(b), Section 2.2 of the Plan will be modified to conform with the outcome of the Court's ruling on the calculation of fees payable under 28 U.S.C. § 1930.
- 14. **MAILING OF NOTICE**. The Debtor and/or Committee shall promptly mail copies of this order as notice of entry of this order and confirmation of the Plan to all creditors and other parties in interest.
 - 15. **WAIVER OF STAY**. The stay imposed by Fed. R. Bankr. P. 3020(e) is waived.

SO ORDERED.



/s/ Frances M. Tydingco-Gatewood Chief Judge Dated: Oct 20, 2022

PLAN PROPONENTS' ORDER

EXHIBIT A

Debtor Prefix	Legal Description
AGA13	Lot 19-R1, Block 26, Agat
AGA14	Lot 8-2, Block 22, Hagatna
AGA3	Lot 1 NEW, Block 9, Agaña (Consolidated from Lots 1, 2, 3, 4,
	15 and 16)
AGA9	Lot 1341-1-REM-4, Agaña
AGT1	Lot 306-4-2NEW, Agat
AGT2	Lot 5, Agat (18% undivided interest)
AGT3	Lots 165 and 168, Agat
AHT1 & AHT2	Lot 19 NEW (Part) NEW-R4, Agaña Heights
AHT3	Lot 20 REM-3-2-1, Agaña Heights
ANG1	Lot 1341-1-REM-3, Hagåtña
ASA1	Lot 240-10, Asan
ASA6	Lot 214-1REM, Asan
ASA7	Portion of Lot 11, Block 18, Tract 2025, Asan (old D18-23)
AST1	Lot 1NEW, Block 5, Tract 240, Dededo
BAR21	Lot 2346-1, Barrigada
BAR25	Lot 2265-Rem-8-1, Barrigada
BAR22, 27 & 28	Lot 2364-1-7NEW; Lot 2365-1-1; and Lot 5437, Barrigada
BAR35	Lot 2265-REM-8-4-R1, Barrigada
BAR5	Lot 2264-1-2, Barrigada
DED15	Lot 5019A-3-5, Dededo
HAG1	Lot 1340-3-1, Hagatna
HAG2	Lot 1341-1-1 (REM), Hagatna
HAG3	Lot 81-REM-2, Hagatna
HAG4	Lot 81-REM-3, Hagatna
HAG5	Lot 81-REM-4, Hagatna
HAG6	Lot 81-REM-7, Hagatna
HAG7	Lot 81-REM-R8, Hagatna
HAG8	Lot 81-REM-8, Hagatna
INA1	Lot 190-R9, Inarajan
INA5	Lot 1-R2, Inarajan
INA5a	Lot 1-2, Inarajan
MAC1	Lot 10077-1-NEW-5, Machanao
MAL1 & MAL2	Lot 190-2NEW, Malojloj, Inarajan
MAL3	190-7, Malojloj, Inarajan
MAN1 & MAN8	Lot 2285-2-3, Mangilao
MAN3	Lot 3, Block 3, Tract 139, Mangilao
MAN6	Lot 2285A, Mangilao
MAN10	Lot 2418 A-2-R1, Mangilao
MER1A&B	Lot 501 (A) and Lot 501 (B), Gugae, Merizo

PLAN PROPONENTS' ORDER

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Debtor Prefix	Legal Description
MER2	Lot 4, Merizo
MER3	Lot 530 Y-Pigua, Merizo
MER5	Lot 54-R1, Merizo
MON1	Lot 100-2, Mongmong
ORD2A	Lot 3275-3-4, Ordot
ORD3-6	Lot 1NEW, Tract 122, Ordot
PG010	Lot 81-REM-1-R/W, Pigo, Agaña
PG011	Lot 81-REM-6-R/W. Pigo, Agaña
PHI1&2	Residential Condominium, 24th Floor, Unit D, Lotus Tower of Oriental Gardens, Cor. Pasong Tamo, Urban Ave. & Tindalo St., Pio del Pilar, Makati City, Philippines; Residential Condominium, 24th Floor, Unit F, Lotus Tower of Oriental Gardens, Cor. Pasong Tamo, Urban Ave. & Tindalo St., Pio del Pilar, Makati City, Philippines
PIT1	Lot 1A, Tract 318, Piti
PIT2	Block 8, Piti
SIN13	Lot 21, Block 17, Tract 232, Sinajana
SIN14 & SIN18	Lot P19.28B-1New, Ordot-Chalan Pago
SIN8	Lot 1118-R1, Sinajana
STR1	Lot 4, Block 4, Santa Rita
STR2	Lot 6, Block 2, Santa Rita
TAL13	Portion of Lot No. 11, Tract 2931, Talofofo, an area of 10,000 +/- square meters
TAL6-9	Lots 12, 13, 14 and 15, Block 13, Talofofo
TUM1	Lot 5060-A, Tumon, Dededo
TUM2	Lot 5118-1-1, Tumon
YIG3	Lot 5-1, Block 4, Tract 251, Yigo
YIG4	Lot 7033-A, Yigo
YIG5	Lot 7007-3-R3 New, Yigo
YON5	Lot 91-1A-3-1, Yona
YON6	Lot 173-NEW-NEW-R2, Yona
YPN1	Lot 9-20, Tract 142, Ypan, Talofofo
AGT7	Lot 247-2, Agat
AGT8	Lot 248, Agat
BAR1, BAR2, BAR3,	Lots 1, 2, 3, and 4, Block 2, Tract 1534, Mangilao
BAR4	
SIN9 & SIN10	Lot 18 & 19, Block 1, Tract 2014, Sinajana
UMA1	Lot 42-3, Umatac

PLAN PROPONENTS' ORDER