



Maguire Group Holdings, Inc.  
c/o KCC  
2335 Alaska Ave  
El Segundo, CA 90245

000068

PRF 50510 0000081

Little St James LLC  
6100 Red Hook Quarter, Ste. B3  
St. Thomas VI 00802-0000

**RECEIVED**  
JUL 23 2012



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re: Chapter 11 Cases  
MAGUIRE GROUP HOLDINGS, INC., Case No. 11-39347-BKC-RAM  
*et al.*,<sup>1</sup> (Jointly Administered)  
Debtors.

**UPDATE TO PLAN SUPPLEMENT FOR THE  
PLAN PROPONENTS' THIRD AMENDED PLAN OF  
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

In accordance with the Plan Proponents' Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated April 12, 2012 [D.E. No. 300] (as it may be amended, the "Plan"),<sup>2</sup> Maguire Group Holdings, Inc. ("Maguire Holdings"), The Maguire Corporation ("Maguire Corp."), Maguire Group Inc. ("MGI"), East Atlantic Casualty Company, Ltd. ("East Atlantic"), and Maguire Group Architects, Engineers, Planners, Ltd. ("Maguire AEP," and together with Maguire Holdings, Maguire Corp., MGI and East Atlantic, collectively, the "Debtors" and "Debtors in Possession"), by and through their undersigned attorneys, hereby file the attached documents:

Tab	Document
A	Duart Guarantee ( <i>revised</i> )
B	Schedule of Assumed Executory Contracts and Unexpired Leases to be Assumed

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Maguire Group Holdings, Inc. (3582); (ii) The Maguire Corporation (0930); (iii) Maguire Group Inc. (8211); (iv) East Atlantic Casualty Company, Ltd. (7441); and (v) Maguire Group, Architects, Engineers, Planners, Ltd. (1520). The address for all of the Debtors is 13940 S.W. 136th Street, Suite 100, Miami, Florida 33186.

<sup>2</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan. Pursuant to the terms of the Plan, the Debtors reserve the right to revise, amend and supplement the information and documents contained in this Plan Supplement.



# TAB "A"

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\$250,000 (i.e., the portion of the Duart Contribution earmarked for Class 5) to a total Distribution of \$925,000 to be paid out over four years, inclusive of (i) \$250,000 (i.e., the portion of the Duart Contribution earmarked for Class 5) and (ii) revenues generated by the Reorganized Debtors' business (\$675,000). This revised Guaranty is executed to clarify that the Guaranteed Obligations guaranteed by this Guaranty do not include the additional \$675,000 in consideration to be Distributed to the holders of Allowed Class 5 Claims under the Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Guarantor does hereby agree as follows:

ARTICLE I

NATURE AND SCOPE OF GUARANTY

1.1 Guaranty of Guaranteed Obligations. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the Guaranteed Obligations of the Debtors or the Reorganized Debtors under the Plan; provided, however, for the avoidance of any doubt, the Guaranteed Obligations do not include the additional \$675,000 (i.e., the amount above the \$250,000 of the Duart Contribution earmarked for Class 5) to be Distributed to the holders of Allowed Class 5 Claims under the Plan. This Guaranty replaces in its entirety the Original Guaranty.

1.2 Guaranty of Collection. This is a guaranty of collection only, and not a guaranty of payment. As a condition precedent to enforcing this Guaranty, the Bankruptcy Court will have entered a final order holding that the Debtors or the Reorganized Debtors have not fulfilled their obligations to the pay the Guaranteed Obligations to one or more of the Guaranteed Parties. Other than the Guaranteed Obligations, the Guarantor will have no obligation to pay any attorney fees or other professional fees of the Debtors, the Reorganized Debtors or a Guaranteed Party in connection with the enforcement of this Guarantee.

1.3 Nature of Guaranty. This Guaranty is an irrevocable, absolute, continuing guaranty of collection. To the extent permitted by applicable law, this Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any Guaranteed Obligations arising or created after any attempted revocation by Guarantor and after (if Guarantor is a natural person) Guarantor's death (in which event this Guaranty shall be binding upon Guarantor's estate and Guarantor's legal representatives and heirs). The fact that at any time or from time to time the Guaranteed Obligations may be increased or reduced shall not release or discharge the obligation of Guarantor to the Guaranteed Parties with respect to the Guaranteed Obligations (subject to the provisions of Sections 1.1 and 1.2 hereof). This Guaranty may be enforced by the Debtors, the Reorganized Debtors (or their successor in interest), or any Guaranteed Party. This Guaranty shall terminate upon satisfaction of the Guaranteed Obligations or as otherwise expressly provided for in this Guaranty.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Guarantor represents and warrants to the Debtors as follows:



James D. Gassenheimer  
Berger Singerman LLP  
1450 Brickell Avenue, Suite 1900  
Miami, Florida 33133  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]  
Email: [REDACTED]

3.3 **Governing Law.** This Guaranty shall be governed in accordance with the State of Florida and the applicable law of the United States of America.

3.4 **Invalid Provisions.** If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty, and the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Guaranty, unless such continued effectiveness of this Guaranty, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

3.5 **Amendments.** This Guaranty may be amended only by an instrument in writing executed by the party or an authorized representative of the party against whom such amendment is sought to be enforced.

3.6 **Parties Bound; Assignment; Joint and Several.** This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that Guarantor may not, without the prior written consent of Lender Guaranteed Parties, assign any of its rights, powers, duties or obligations hereunder. If Guarantor consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

3.7 **Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this Guaranty.

3.8 **Recitals.** The recital and introductory paragraphs hereof are incorporated herein by reference.

3.9 **Other Defined Terms.** Any capitalized term utilized herein shall have the meaning as specified in the Plan, unless such term is otherwise specifically defined herein.

3.10 **Entirety.** THIS GUARANTY EMBODIES THE FINAL AND ENTIRE AGREEMENT OF GUARANTOR WITH RESPECT TO GUARANTOR'S GUARANTY OF THE GUARANTEED OBLIGATIONS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTOR



EXECUTION VERSION

**GUARANTY**

THIS GUARANTY (this "Guaranty") is executed as of July 7, 2012, by CARLOS DUART having an address located at 16301 SW 157 Avenue, Miami, Florida 33187 (the "Guarantor").

**WITNESSETH:**

WHEREAS, on October 24, 2011 (the "Petition Date"), Maguire Group Holdings, Inc. ("Maguire Holdings"), The Maguire Corporation ("Maguire Corp."), Maguire Group Inc. ("MGI"), East Atlantic Casualty Company, Ltd. ("East Atlantic"), and Maguire Group, Architects, Engineers, Planners, Ltd. ("Maguire AEP"), and together with Maguire Holdings, Maguire Corp., MGI, and East Atlantic, collectively, the "Debtors"), commenced jointly administered chapter 11 cases (the "Chapter 11 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 Florida (the "Bankruptcy Court").

WHEREAS, on January 27, 2012, the Debtors filed with the Bankruptcy Court their Disclosure Statement for the Plan Proponents' Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [D.E. No. 174] and the Plan Proponents' Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [D.E. No. 175].

WHEREAS, on April 12, 2012, the Debtors filed with the Bankruptcy Court their Third Amended Disclosure Statement for the Plan Proponents' Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [D.E. No. 299] (the "Disclosure Statement") and the Plan Proponents' Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [D.E. No. 300] (the "Plan"). On April 16, 2012, the Bankruptcy Court entered an Order [D.E. #308] approving the Third Amended Disclosure Statement and setting a confirmation hearing for June 6, 2012 (the "Disclosure Statement Approval Order"). Any term not explicitly defined herein shall have the meaning ascribed to it in the Plan.

WHEREAS, pursuant to the terms of the Plan, Carlos Duart ("Duart") agreed to execute a personal guaranty to secure the payments (collectively, the "Guaranteed Obligations") to holders of certain Allowed Claims under the Plan, including Allowed (i) Administrative Expense Claims (including Professional Claims), (ii) Priority Tax Claims, (iii) Claims for Statutory Fees, (iv) Class 4 Claims ("General Unsecured Claims Necessary for the Continued Operation of the Reorganized Debtors") and (v) Class 5 Claims ("General Unsecured Claims Not Necessary for the Continued Operation of the Reorganized Debtors") but only to the extent of the \$250,000 of the Duart Contribution earmarked for Distributions to holders of Allowed Class 5 Claims on or about the Effective Date of the Plan (collectively, the "Guaranteed Parties").

WHEREAS, Duart executed a guaranty on May 18, 2012 (the "Original Guaranty") which has not yet gone effective as it is subject to the approval of the Bankruptcy Court.

WHEREAS, pursuant to negotiations with the U.S. Trustee, the Debtors have modified the Plan to improve the treatment to the holders of Allowed Class 5 Claims. In particular, the Distributions to the holders of Allowed Class 5 Claims will increase from the



2.1 Legality. The execution, delivery and performance by Guarantor of this Guaranty and the consummation of the transactions contemplated hereunder do not, and will not, to the best of Guarantor's knowledge and belief, contravene or conflict with any law, statute or regulation whatsoever to which Guarantor is subject or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or result in the breach of, any indenture, mortgage, deed of trust, charge, lien, or any material contract, agreement or other instrument to which Guarantor is a party or which may be applicable to Guarantor. This Guaranty is a legal and binding obligation of Guarantor and is enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

2.2 Survival. All representations and warranties made by Guarantor herein shall survive the execution hereof.

ARTICLE III

MISCELLANEOUS

3.1 Waiver. No modification or waiver of any provision of this Guaranty, nor consent to departure therefrom, shall be effective unless in writing and no such consent or waiver shall extend beyond the particular case and purpose involved.

3.2 Notices. Any notice, demand, statement, request or consent made hereunder shall be in writing and shall be sent by fax, express mail (e.g., Federal Express), by electronic communication (e.g., email) or by the United States Postal Service by certified mail (return receipt requested), and shall be deemed to be received only upon actual receipt by the parties, as set forth below, or to such other address as either party shall in like manner designate in writing. The addresses of the notice parties are as follows:

Guarantor:

Carlos Duart  
16301 SW 157 Avenue  
Miami, Florida 33187

Debtors or Reorganized Debtors:

Carlos Duart  
Maguire Group Holdings, Inc.  
13940 S.W. 136th Street, Suite 100  
Miami, Florida 33186  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]

With a copy to:

Christopher A. Jarvinen



AND DEBTORS AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THIS GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTOR AND DEBTORS, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY AGREEMENT. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTOR AND GUARANTEED PARTIES.

EXECUTED as of the day and year first above written.

GUARANTOR:  
  
\_\_\_\_\_  
Carlos Duarte



Schedule of Executory Contracts to be Assumed  
*In re Maguire Group Holdings, Inc., Case No. 11-39347-BKC-RAM*

Name	Address1	City	State	Zip	Description	Cure Amount
Ceridian Cobra Services	CobraServ National Service Center, 3201 34th Street South	Saint Petersburg	FL	33711-3828	COBRA Administration Agreement	\$0
Robert A. Linares					Employment Agreement	\$0









Schedule of Exemptory Contracts to be Assumed  
In re Meguire Group Inc., Case No. 11-39350-RAM

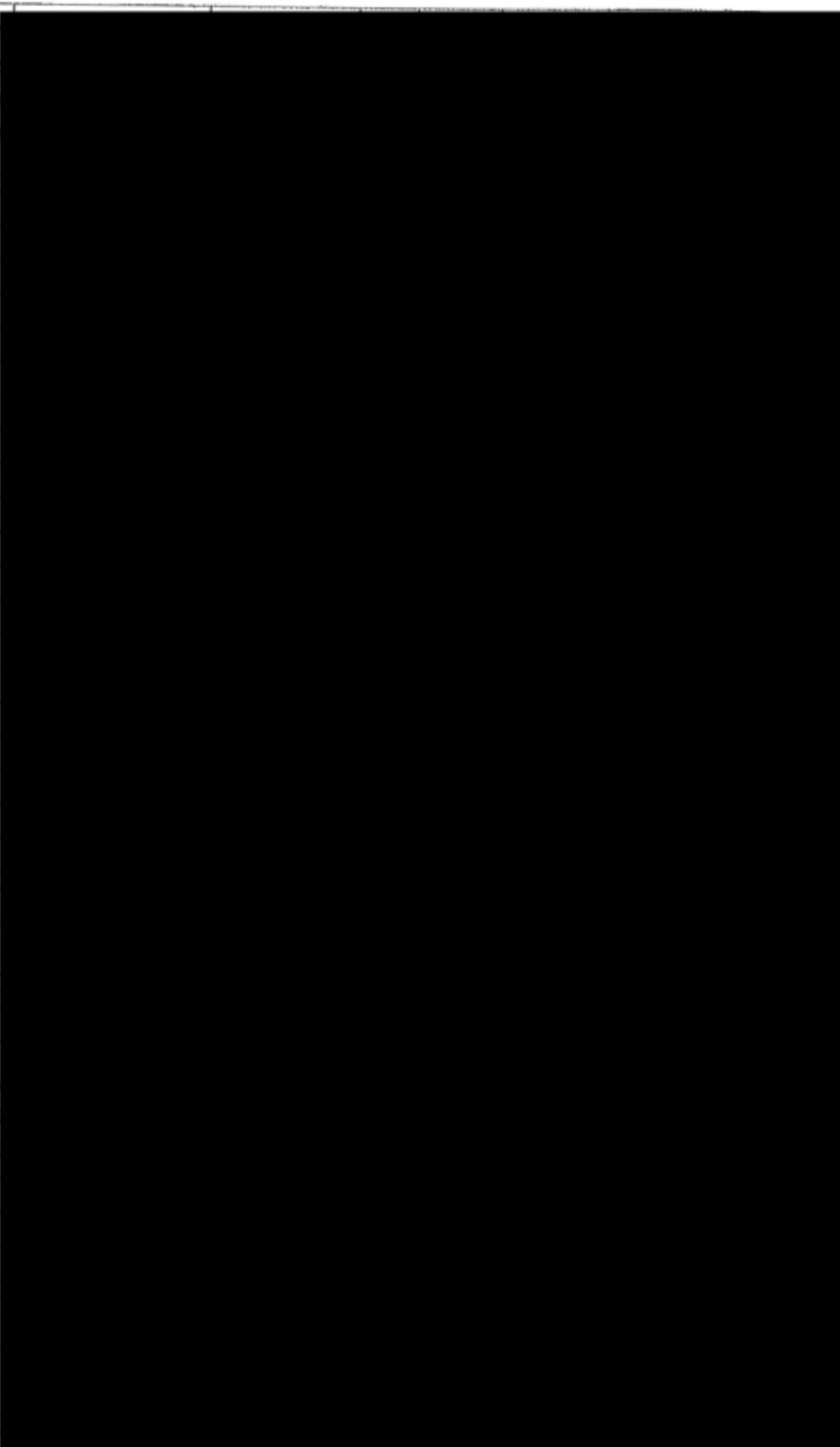
CONNECTICUT DEPARTMENT OF TRANSPORTATION
CONNECTICUT WATER COMPANY
Consolidated School District of New Britain
CONSTRUCTION CONSULTANT SERVICES, INC.
CONSTRUCTION COST ENGINEERING OF BOSTON
CONTEST ANALYTICAL LABORATORY
Continental Casualty Company
COPLBY WOLFF DESIGN GROUP
Core Business Technologies
CORVEN ENGINEERING INC.
County of Allegheny, PA.
COUNTY OF ATLANTIC, NJ
CRANMORE, FITZGERALD, & MEANEY
CROSSMAN ENGINEERING, INC.
CROSSMAN ENGINEERING, INC.
Cruzan VIRIL, Ltd.
CULLINAN ENGINEERING CO, INC.
DANE & HOWE COUNSELLORS AT LAW
DAVID COATE CONSULTING
DAVID COATE CONSULTING
Dovies Engineering, Inc.

11



Schedule of Exemptory Contracts to be Assumed  
In re Maguire Group Inc., Case No. 11-39358-RAM

FIRSTSEARCH TECHNOLOGY CORP
FIRSTSEARCH TECHNOLOGY CORP
Fitchburg Redevelopment Author
Fitchburg Redevelopment Author
FM Global, Research Campus Forest Hills Transfer
Fraser Engineering Company, Inc.
Fraser Engineering Company, Inc.
French Design Builders, Inc.
FRENCH ENGINEERING LLC
GANNETT FLEMING INC.
GARRITY AND KNISELY
GATES, LEIGHTON & ASSOC., INC.
GATES, LEIGHTON & ASSOC., INC.
GATEWAY ENGINEERS, INC.
GE International, Inc.
GE International, Inc.
GEOLOGIC EARTH EXPLORATION INC.
Geonet Ethanol, LLC
Geonet Ethanol, LLC
Geonet Ethanol, LLC
GEOSCIENCES TESTING & RESEARCH INC.
GERSHMAN, BRICKNER & BRATTON, INC.
GIFFORD DESIGN GROUP, INC.
GIFFORD DESIGN GROUP, INC.
GIFFORD DESIGN GROUP, INC.
GILBERT & MALONEY
Godwin Pumps of America
Godwin Pumps of America
Graphic Enterprises Inc.
GREAT BLUE HERON MANAGEMENT
GREEN INTERNATIONAL AFFILIATES INC.
GREEN INTERNATIONAL AFFILIATES INC.
GREEN INTERNATIONAL AFFILIATES INC.
GREENHORNE & O'MARA, INC.
Groton Electric Co-Op
Guardian-Appleton
GZA GEOENVIRONMENTAL, INC
GZA GEOENVIRONMENTAL, INC
GZA GEOENVIRONMENTAL, INC





Schedule of Excluded Contracts to be Assisted  
In re Maguire Group Inc., Case No. 11-39350-RAM

KTA-TATOR, INC.	
KYPIPE, LLC	
L. Robert Einball & Associates	
LABUS ENGINEERING INC.	
Landlord: 2000 Realty, LLC	
Landlord: 222 International, Limited Part	
Landlord: 501 Martindale Associates, LP	
Landlord: Belvoir Properties	
Landlord: Commerce Place Corporation	
Landlord: Congress Street Holdings LLC	
Laurel Mountain Midstream	
Ledyard Water & Sewer Department	
LEFTFIELD, LLC	
LEFTFIELD, LLC	
Legion Construction Inc.	
Legion Construction Inc.	
Lemuel Shattuck Hospital	
Lenard Engineering, Inc.	
LERCH BATES, INC.	
LERCH BATES, INC.	
Lexington Insurance Co.	
LINCOLN ENVIRONMENTAL, INC.	
LINCOLN ENVIRONMENTAL, INC.	
Linden Engineering Partners, LLC	
Little St James LLC	
Little St James LLC	
LITTLE, SULMAN, MEDEIROS, & WHITNEY, P.C.	
Lockhart Realty Inc.	
LOGICAL ENVIRONMENTAL SOLUTIONS, LLC.	





Schedule of Excluded Contracts to be Assigned  
In re Maguire Group Inc., Case No. 11-39350-RAM

New Hampshire Department of Transportation		\$0
New Horizon Communication		\$0
Newstone LLC		\$0
North American Capacity Insurance Company		\$0
Northwest Savings Bank		\$0
O'BRIEN & GERE		\$0
O'Brien & Gere / Maguire LSR JV		\$0
O'Brien & Gere / Maguire LSR JV		\$0
O'Brien & Gere / Maguire LSR JV		\$0
O'BRIEN & GERE ENGINEERS INC.		\$0
O'BRIEN & GERE ENGINEERS INC.		\$0
O'BRIEN & GERE ENGINEERS INC.		\$0
O'BRIEN & GERE ENGINEERS INC.		\$0
O'BRIEN & GERE ENGINEERS INC.		\$0
O'BRIEN & GERE ENGINEERS INC.		\$0
O'BRIEN & GERE ENGINEERS INC.		\$0
O'Brien & Gere Engineers, Inc.		\$0
O'BRIEN & GERE / Maguire LSR JV		\$0
O'BRIEN KREITZBERG		\$0
OcuHealth		\$0
OCE North America		\$0
OLEHN & PENZA		\$0
ORRHO-RODGERS & ASSOCIATES, INC.		\$0
Orth-Rodgers & Associates, Inc.		\$0
PBI, INCORPORATED		\$0
PA Department Of Conservation & Natural		\$0
PA Department Of Conservation & Natural		\$0
PA Department Of Conservation & Natural		\$0
PA Department Of Conservation & Natural		\$0
PA Department Of Conservation & Natural		\$0
PA Department Of Conservation & Natural		\$0
PACE ANALYTICAL		\$0
Pacific Life Insurance Company		\$0
PAINT TOWNSHIP MUNICIPAL WATER AUTHORITY		\$0
PAINT TOWNSHIP MUNICIPAL WATER AUTHORITY		\$0
PANAMERICAN ENGINEERING CONTRACTORS, COR		\$0
Pandolfo Company		\$0
PARC CORP.		\$0
PARSONS BRINCKERHOFF, INC.		\$0
PARSONS BRINCKERHOFF, INC.		\$0
PARSONS BRINCKERHOFF, INC.		\$0
PARSONS BRINCKERHOFF CONSTRUCTION SERVICE		\$0
PAUL B. ALDINGER & ASSOC INC.		\$0
PB AMERICAS, INC.		\$0
PB AMERICAS, INC.		\$0
PBSEJ		\$0

11









Schedule of Excessory Contracts to be Assumed  
In re Maguire Group Inc., Case No. 11-39350-RAM

TOWN OF ENFIELD, CT	\$0
TOWN OF ENFIELD, CT	\$0
TOWN OF ENFIELD, CT	\$0
Town of Exeter, RI	\$0
TOWN OF FOXBOROUGH, MA	\$0
TOWN OF FOXBOROUGH, MA	\$0
TOWN OF FOXBOROUGH, MA	\$0
Town of Hopkinton, RI	\$0
Town of Hudson, MA	\$0
Town of Hudson, MA	\$0
Towns of Johnston, RI	\$0
Towns of Leicester, MA	\$0
Towns of Leicester, MA	\$0
Towns of Lincoln, RI	\$0
Town of Mendon, MA	\$0
Town of Mendon, MA	\$0
Town of Middletown, RI	\$0
Town of Middletown, RI	\$0
Town of Narragansett, RI	\$0
Town of Narragansett, RI	\$0
TOWN OF NEW HARTFORD, CT	\$0
Town of New Salem, MA	\$0
Town of North Attleboro, MA	\$0
Town of North Haven, CT	\$0
Town of North Kingstown, RI	\$0
Town of North Providence, RI	\$0
Town of North Smithfield, RI	\$0
Town of Plainfield, CT	\$0
TOWN OF PLYMOUTH, CT	\$0
TOWN OF PLYMOUTH, CT	\$0
TOWN OF PLYMOUTH, CT	\$0
Town of Richmond, RI	\$0
Towns of Richmond, RI	\$0
Town of Smithfield, RI	\$0
TOWN OF SUTTON, MA	\$0
TOWN OF SUTTON, MA	\$0
TOWN OF SUTTON, MA	\$0
TOWN OF WEBSTER, MA	\$0
TOWN OF WEBSTER, MA	\$0
Town of West Warwick, RI	\$0
Town of West Warwick, RI	\$0
Town of West Warwick, RI	\$0
Town of Westerly, RI	\$0
Town of Westerly, RI	\$0
TOWN OF WESTON, CT	\$0
TOWN OF WESTON, CT	\$0
Transportation Insurance Company	\$0
Travelers Indemnity Company of America	\$0
Travelers Indemnity Company of America	\$0
Travelers Property Casualty Company of America	\$0
Tramont Investor L.P.	\$0
Tribull Corp.	\$0
TW CONSULTANTS, INC.	\$0



University of New Hampshire	\$0
University of New Hampshire	\$0
University of New Hampshire	\$0
URBAN REDEVELOPMENT AUTHORITY OF PITTSBU	\$0
URBAN REDEVELOPMENT AUTHORITY OF PITTSBU	\$0
URBAN REDEVELOPMENT AUTHORITY OF PITTSBU	\$0
URS Corporation	\$0
US AIR FORCE HANSCOM AFB	\$0
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US AIR FORCE HANSCOM AFB	\$0
US AIR FORCE HANSCOM AFB	\$0
US ARMY CT NATIONAL GUARD	\$0
US ARMY CT NATIONAL GUARD	\$0
US BANCORP	\$0
US BANCORP	\$0
US Brigade	\$0
US DEPARTMENT OF VETERANS AFFAIRS	\$0
US DEPARTMENT OF VETERANS AFFAIRS	\$0
US DEPARTMENT OF VETERANS AFFAIRS	\$0
US DEPARTMENT OF VETERANS AFFAIRS	\$0
US Environmental Protection Agency	\$0
US Environmental Protection Agency	\$0
US Virgin Islands Public Finance Authority	\$0
USDA-NRCS	\$0
USDA-NRCS	\$0
USPFO For Rhode Island	\$0
USPFO For Rhode Island	\$0
USVI WASTEMANAGEMENT AUTHORITY	\$0
USVI WASTEMANAGEMENT AUTHORITY	\$0
USVI WASTEMANAGEMENT AUTHORITY	\$0

