



A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM
ATURIDAT PUETTON BATKON AIREN GUAHAN ENTENASIONAT

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**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
Wednesday, January 15, 2014, 3:00p.m.
GIAA TERMINAL CONFERENCE ROOM #3**

1. CALL TO ORDER AND ATTENDANCE

The January 15, 2014, special meeting of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam ("GIAA" or the "Authority") was called to order by Chairman Untalan at 3:06p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Edward G. Untalan
Lucy M. Alcorn
Martin Gerber
Pedro P. Ada III
Gurvinder Sobti

Offices or positions:

Chairman

Directors Absent:

Jesus Q. Torres
Rosalinda A. Tolan (Excused)

Vice Chairman

GIAA Officials:

Charles H. Ada II
Peter Roy Martinez
Carlos Bordallo
Frank R. Santos
Jean M. Arriola
Gerard Bautista

Executive Manager
Deputy Executive Manager
Comptroller
Business and Financial Consultant
Air Services Manager
Air Terminal Manager

Janalynn Cruz Damian, Esq.
Thomas J. Fisher Esq.

GIAA Legal Counsel
GIAA Conflicts Counsel

The Chairman welcomed the presence of Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet made as an attachment to these minutes.

2. APPROVAL OF AGENDA

The Chairman asked if there were any changes to the agenda. No changes were requested. On motion duly made by Director Ada, seconded by Director Sobti, the agenda as presented was unanimously approved.

3. NEW BUSINESS

The next item on the agenda was New Business.

A. Approval of Award for A-E Services for the Terminal Building Structural Upgrade & Concourse Isolation Design – RFP No. GIAA-001-FY14

The first matter discussed was approval of award of the contract A-E Services for the Terminal Building Structural Upgrade and Concourse Isolation Design, RFP No. GIAA-001-FY14. The Executive Manager informed the Board that a Request for Proposals was issued soliciting proposals from professional firms to provide architectural and engineering services for the terminal building structural upgrade and concourse isolation design. A total of eighteen (18) firms picked-up the RFP packages, however, only eight (8) firms submitted proposals before the established deadline. After receipt of all proposals, an Evaluation Committee was established to perform an independent evaluation of the proposals to determine the best qualified proposer based on the criteria identified in the RFP package. As a result of the evaluation committee's tabulation, the selected firms in order of their ranking are as follows:

1. Proposer B
2. Proposer G
3. Proposer E
4. Proposer A
5. Proposer C
6. Proposer D
7. Proposer H
8. Proposer F

Management recommends the approval of the ranking results and the contract award to Proposer B, as the highest ranked proposer, subject to negotiations of fair and reasonable fees. In the event that the negotiations prove unsuccessful, GIAA Management will enter negotiations with the next highest ranked proposer.

Mr. Frank Santos recommended in the interest of accelerating the review process and in light of the workload and limited resources of the Authority's Engineering

Department, that the second highest ranked proposer be selected for peer and technical reviews, subject to negotiation of a fair and reasonable fee and legal review.

The Chairman informed the Board that he took the opportunity to come in and review the proposals; he noted that it is a very important project for Guam and that the RFP attracted high caliber firms. The Chairman asked that Management state for the record the criteria that these firms were ranked under. Mr. Santos responded, informing the Board that the criteria include: Plan of action, the Ability to provide the service, Personnel, Past Performance, Degree of Interest, for a total of 100 points.

Director Ada inquired if the criteria are specific to Airport work. Mr. Santos replied there is a structural engineering aspect and an architectural aspect. Director Ada inquired if all eight firms have experience in Airport development and or architectural engineering work. Mr. Santos replied yes.

Chairman Untalan inquired if all of the proposers have local offices or do they have off-island offices and are hiring local. Mr. Santos replied that he believed they all have local offices. Chairman Untalan informed the Board that he did review the proposals and that he was quite impressed.

Director Ada asked for clarification as to why Conflicts Counsel, Thomas J. Fisher Esq. was present for this item. Ms. Damian replied that Mr. Fisher was designated by the Authority for this issue.

Chairman Untalan asked for further explanation as to awarding to the top two (2) proposers, and will the Authority negotiate with both firms. Mr. Santos replied that they will first negotiate the contract for the architectural-engineering services, and once completed will go to the next highest ranked to negotiate a contract for peer review of the A-E contractor. Mr. Santos explained that at this time the Authority does not have engineering resources to conduct the peer review. Chairman asked for clarification if the Authority will select Proposer G to review Proposer B's work. Mr. Santos informed the Board that one firm will be the designer and the other will be the design reviewer, instead of an in-house review, it will be contracted out. Mr. Santos further explained that because this project is a large project, instead of taking resources from the already ongoing projects, the Authority decided, if legally permissible, to have the second highest proposer be awarded a peer review contract.

The Chairman inquired if that was stipulated in the RFP. Mr. Santos replied that it was not stated directly in the RFP, but Management would like to proceed in that manner if it was legally permissible. Director Ada expressed the down-side to the peer review. Mr. Santos responded that they are all professional and licensed in their field.

Chairman Untalan stated that before the Board is asked for consideration Legal Counsel would have to review and determine the legality of selecting the second highest proposer to perform a peer review.

Director Ada inquired if this would be an added cost to the Airport outside of the Bond proceeds for this specific project. Mr. Santos responded that it is added cost, but in order to meet the workload it would be that added cost of bringing on more engineering staff not to mention the learning curve involved to bring the engineering staff to that point of where they would be able to conduct the peer review needed for this project.

The Chairman inquired of the remaining projects, if there will be any other projects that are going to require a peer review. Mr. Santos responded no, because they are smaller and easier to manage.

Discussion followed relative to the peer review not stipulated in the RFP, with Mr. Santos informing the Board if the peer review is not legally permissible then another RFP would be issued for a peer reviewer. He added that if it is not possible from a procurement stand point, when the RFP for a construction manager is put out then it will be included. The Chairman inquired if the reviewer would need to be in place right now while the contract is being negotiated for the design. Discussion followed, with Legal Counsel, Mr. Tom Fisher, informing the Board that he would not be able to give the Board a final answer at this time as he needed to review the matter further.

After further discussion, on motion duly made by Director Ada, seconded by Director Alcorn, the following resolution was unanimously approved:

Resolution No. 14-21

The Board hereby approves the ranking results and the contract award to proposer B, as the highest ranked proposer for A-E Services for the Terminal Building Structural Upgrade & Concourse Isolation Design – RFP No. GIAA-001-FY14. In addition, the Board hereby approves a contract award to the second highest ranked proposer, proposer G, to provide peer review services, subject to legal review that such award is permissible under the RFP. Both contracts are subject to negotiation of a fair and reasonable fee and legal review. In the event that negotiations prove unsuccessful, GIAA Management will enter negotiations with the next highest ranked proposer.

A. Refinancing of the Energy Efficiency Loan

The second matter discussed was the Refinancing of the Energy Efficiency Loan. At this time Chairman Untalan stated for the record that he would like to recuse himself from this discussion as he is employed by First Hawaiian Bank (FHB), and requested that an

Acting Chairman be nominated to Chair the discussion as the Vice Chairman was not present.

Chairman Untalan exited the conference room.

After further discussion, on motion duly made by Director Alcorn, seconded by Director Ada, the following resolution was unanimously approved:

Resolution No. 14-22

The Board hereby approves the nomination and election of Director Gerber to Chair the discussion relative to the refinancing of the Energy Efficiency loan with First Hawaiian Bank.

Mr. Santos stated that at the November Board meeting the Board approved the amendment to the Loan Agreement with FHB to extend and continue the interest only payments up to January 24, 2014, and indicated at that time that Management would return to the Board for approval to extend the loan term to ten (10) years. Mr. Santos provided background to the Board, stating the loan was for the Authority's Energy Management Program, at a principal amount of \$11.9M, with a five (5) year term. During the Bond Financing program, GIAA intended to pay-off the loan with Bond proceeds; however, after further financial analysis it was not feasible. Mr. Santos explained that legislation, Public Law 32-62, provides authorization for the Authority to refinance the FHB Loan up to ten (10) years. The new refinanced interest rate for this ten (10) year term will be 5.75% maximum. The start date for the ten (10) term is now January 23, 2014 with the expiration date of January 22, 2024. He advised the Board that the resolution provided by FHB calls for monthly payments of principal and interest in the amount of \$130,625.37 per month. Mr. Santos informed the Board that Attorney Fisher has reviewed the resolution, and noted corrections to the note commencement date Public Law number. Discussion followed relative to interest rates and maturity date of the loan.

Attorney Fisher informed the Board that he was able to review the documents, therefore he would recommend that the Board adopt the resolution that FHB has provided.

Director Ada inquired if the refinancing was advertised or did the Authority just go with FHB. Mr. Santos informed the Board that a Request for Proposals was issued out.

Attorney Fisher added that a correction needs to be made to the proposed resolution to change the Chairman as an authorized representative of the Authority to Acting Chairman Gerber since Chairman Untalan is disqualified.

After further discussion, on motion duly made by Director Ada, seconded by Director Sobti, the following resolution was unanimously approved without the vote of Chairman Untalan who recused himself from this matter as earlier stated:

Resolution No. 14-23

WHEREAS, on June 27, 2012, **FIRST HAWAIIAN BANK**, a Hawaii corporation (the "Bank") agreed to lend to **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam (the "Authority"), and Authority agreed to repay to the Bank, together with interest and charges, the principal amount of \$11,900,000.00 (the "Loan"); and

WHEREAS, the Loan was made pursuant to a Term Loan Agreement dated June 27, 2012 (the "Loan Agreement") and evidenced by a Promissory Note dated June 27, 2012 (the "Note"), executed by the Authority in favor of Bank; and

WHEREAS, the Loan Agreement was amended by an Addendum to Loan Agreement dated June 29, 2012 (the "Addendum"); and

WHEREAS, the Loan Agreement and Note were amended further by a Commercial Loan Modification Agreement dated August 26, 2013 (the "First Modification") and a Commercial Loan Modification Agreement dated December 4, 2013 (the "Second Modification"); and

WHEREAS, the Loan and the Authority's obligations under Loan Agreement and Note, as amended, are secured by a certain Security Agreement dated June 27, 2012 (the "Security Agreement") executed by the Authority as Debtor in favor of the Bank as Lender and granting to the Bank a security interest in the Collateral as defined and described therein; and

WHEREAS, the obligations of the Authority under the Loan Agreement and Note, as amended, are guaranteed by the United States Department of Agriculture ("USDA"); and

WHEREAS, the Authority has requested that the Bank further amend the Loan Agreement and Note in various respects including, without limitation: (i) extending the term of the Loan and Note, and (ii) increasing the interest of the Loan to 5.75% per annum as authorized by Public Law Number 32-62 thereby decreasing the monthly payments of principal and interest to be made to \$130,625.37 per month commencing on February 23, 2014; and

WHEREAS, the Bank has agreed to do so pursuant to a Commercial Loan Modification Agreement (the "Third Modification") and an Amended and Restated Promissory Note (the "Amended Note") in substantially the form submitted to this meeting.

NOW, THEREFORE, BE IT:

RESOLVED, that the Loan Agreement, the Note and the Security Agreement all dated June 27, 2012, the Addendum dated June 29, 2012, the First Modification dated August 26, 2013 and the Second Modification dated December 4, 2013 are hereby confirmed, ratified and approved in all respects; and

FURTHER RESOLVED, that the Authority execute and deliver to the Bank the Third Modification and the Amended Note which are hereby approved in all respects; and

FURTHER RESOLVED, that either the Acting Board Chairman Martin J. Gerber or the Vice Chairman, and the Executive Manager of the Authority be and they hereby are authorized and directed to execute, seal and deliver to the Bank, on behalf of and in the name of the Authority, the Third Modification and the Amended Note in substantially the form hereby approved, with such changes, additions or deletions as such Acting Board Chairman Martin J. Gerber or Vice Chairman and Executive Manager may approve, such approval to be conclusive evidence by their execution and delivery of the same; and

FURTHER RESOLVED, that the Acting Board Chairman Martin J. Gerber or Vice Chairman and Executive Manager be and they hereby are authorized and empowered to do and perform, or cause to be done and performed, any and all such other acts, matters and things as in their judgment may be necessary, proper or convenient in order to obtain the agreement of the Bank to modify the Loan, the Loan Agreement and the Note as aforesaid; and

FURTHER RESOLVED, that these resolutions shall constitute a continuing authority and direction to the Acting Board Chairman Martin J. Gerber or Vice Chairman and Executive Manager to act on behalf of the Authority, and the several powers and authority in the foregoing paragraphs of these resolutions shall continue until revoked by the Board of Directors of the Authority and until formal written notice of such revocation shall have been given to the Bank; and

FURTHER RESOLVED, that this Resolutions of Board of Directors may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute one and the same document. Facsimile signatures shall have the force and effect of original signatures.

Chairman Untalan returned to the conference room.

B. Procurement Approval for Gate 21 Replacement Loading Bridge

The third matter discussed was the Procurement approval for the purchase of a Replacement Passenger Loading Bridge ("PLB") for Gate 21. Mr. Santos provided a brief background to the Board. On November 2013, the Gate 21 PLB was taken out of service for safety and operating purposes. All GIAA's PLBs are manufactured by JBT AeroTech. Mr. Santos informed the Board of a similar sole source procurement with JBT AeroTech that was approved by the Board at the July 2013 Board meeting for the 34 pre-conditioned air units and ground power units, half of those units are on Guam and are in the process of installation. Since the Gate 21 PLB was taken out of service, Management has been in communication with JBT AeroTech as to the type of PLB that should be used for the Airport as compared to the current PBLs, and JBT AeroTech identified the Hawaii-style Bridge. Mr. Santos referenced the documentation provided from JBT AeroTech including a quote. He went on to add this project was included as one of the Bond-funded projects, and approximately \$8.2M was set aside under the integrated PLB replacement project. Mr. Santos explained that since the PLB for Gate 21 is out of service, Management would like to accelerate the purchase of one of the five (5) PLB's that are slated to be replaced. Assessments are ongoing of the other PLB so that a priority list can be completed and replacement plan put in. The proposal from JBT AeroTech is in the amount of \$855,495.00.

Mr. Santos stated that he understands the concern with sole source procurement. Discussion followed relative to the changes in the bridge style. Mr. Santos informed the Board that this bridge style was not available in 2003.

Chairman Untalan inquired if GIAA will have to sole source for the other PLB replacements, and will Management have to return to the Board for approval for those also. Mr. Santos explained that the purchase of the other four (4) bridges would be by sole source procurement, and added that assessments are being done so that they can prioritize which Gates need to be done first. Based on the condition of the PLB, the remaining bridges are going to be scheduled for Capital Improvements Projects, or if all of the Priority 1 and 2 projects are completed and there is money remaining then these could be accelerated.

Chairman Untalan stated that he thought there was \$8M set aside for the integrated PLB replacement project. Mr. Santos replied that of the \$8M, \$4.6M was used for the purchase of (34) pre-conditioned air and ground power units. Chairman Untalan requested confirmation whether the Authority moves forward on the four remaining bridges will be based upon if there are any excess Bond funds. Mr. Santos responded yes, or they will be funded as part of GIAA's annual budget.

Chairman Untalan inquired on how long it will take to deliver the PLB. Mr. Santos responded that it is not indicated however based on the two previous orders, six (6) to nine (9) months. Once the order is placed, there is a waitlist. JBT AeroTech will give an official schedule once the order is placed. Chairman Untalan inquired on ordering the other five (5) bridges now. Mr. Santos replied that each PLB design is specific to each Gate and an overall assessment is necessary. Chairman Untalan inquired on who completes the assessments. Mr. Santos replied that there are three (3) assessments that occur, by JBT AeroTech, the maintenance provider; United Airlines official from off-island; and by Johnson Controls.

Director Gerber inquired on the life expectancy of this type equipment. Mr. Santos responded that PLBs usually last for ten (10) years. Discussion followed relative to the parts and management for the PLBs with Mr. Santos in forming the Board that by the February Board meeting Management should have an answer as to which four PLBs are to be replaced.

Director Ada inquired on the reason for the sole source procurement. Mr. Santos replied that all seventeen bridges are from the same manufacturer. Director Ada expressed his concerns with sole sourcing. Discussion followed relative to sole sourcing and searching for another manufacturer, with Director Ada stating that he would not be able to vote in favor of this sole source procurement, and questioned the fairness of the quote offered, and further expressed his concerns on the Authority being tied to one manufacturer. Chairman Untalan also expressed his concern with the quote offered. Mr. Santos introduced United representative, Mike Yost, who referenced the importance of the quality of the bridge products.

Director Sobti inquired on the last time a PLB was replaced. Mr. Santos replied in 2004 at the amount of \$1M. Director Gerber questioned the quote amount and suggested Management provide information to support the amount quoted by JBT AeroTech. The Chairman asked if the item can wait until the next meeting. Mr. Santos expressed the need for the bridge to be replaced.


The Chairman requested for the benefit of the Board that Management provide a summary explaining the issues that the Board is questioning and that Legal Counsel review the legality of the sole source procurement for this purchase.

The Chairman informed Management that this item would be tabled until the next Board meeting. The Chairman stated for the record that the Board is very concerned about customer service, that it is important for visitors and partners to be happy with the service provided. He added that he understands the urgency to get the project completed however he expressed the importance in making sure the Authority is not being gauged financially and that the process be completed legally.

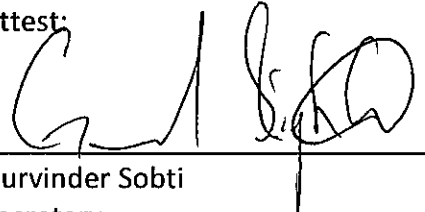
4. ADJOURNMENT

There being no further business to address before the Board, on motion duly made by Director Ada, seconded by Director Sobti, unanimously approved, at 4:05 p.m., the meeting was adjourned.

Dated this 7th, day of March, 2014.

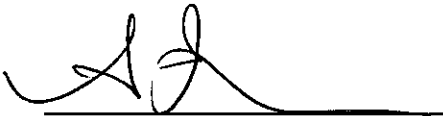


Edward G. Untalan
Chairman

Attest:


Gurvinder Sobti
Secretary

Prepared and Submitted By:



Amanda O'Brien-Rios
Corresponding Secretary



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BOARD OF DIRECTORS SPECIAL MEETING

3:00 p.m., Wednesday, January 15, 2014

GIAA TERMINAL CONFERENCE ROOM #3

Public Notice

First Notice:

Marianas Variety – January 8, 2014

Notice to Media – January 8, 2014

Second Notice:

Marianas Variety – January 13, 2014

Notice to Media – January 13, 2014

AGENDA

- 1. Call to Order and Attendance**
- 2. Approval of Agenda**
- 3. New Business**
 - A. Approval of Award for A-E Services for the Terminal Building Structural Upgrade & Concourse Isolation Design – RFP No. GIAA-001-FY14**
 - B. Refinancing of the Energy Efficiency Loan**
 - C. Procurement Approval for Gate 21 Replacement Loading Bridge**
- 4. Adjournment**



AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES





A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

BOARD OF DIRECTORS SPECIAL MEETING

3:00 P.M., WEDNESDAY, JANUARY 15, 2014

GIAA TERMINAL CONFERENCE ROOM #3

SIGN IN SHEET

<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>
1. <u>CHUCK SOVA</u>	<u>UNITED</u>
2. <u>Mike Yost</u>	<u>United</u>
3. <u>FRANK P. TAITANO</u>	<u>GIAA</u>
4. <u>ANW BAPTISTA</u>	<u>GIAA</u>
5. <u>ANGELA NG.</u>	<u>EVA AIR</u>
6. <u>Alicia Perez</u>	<u>GIAA</u>
7. <u>Meg Parangalan</u>	<u>United Airlines</u>
8. <u>Thom J. R. str</u>	<u>R. M. + Assoc.</u>
9. <u>VICTOR J. CRUZ</u>	<u>GIAA</u>
10. <u>MARGIA D. TAITANO</u>	<u>GIAA</u>
11. <u>JERMAINE ALBERTA</u>	<u>LEGISLATURE</u>
12. <u>EDWARD MUNA</u>	<u>GIAA</u>
13. <u>JOHN ARRIOLA</u>	<u>GIAA</u>
14. <u>Gerard BAPTISTA</u>	<u>GIAA - MPM</u>
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____

Beijing refutes report it will centralize military command

BEIJING (Reuters) — China denied on Tuesday a state media report that said its military will establish a joint operational command structure for its forces to improve coordination between different parts of the defense system.

The English-language China Daily newspaper reported last week that the government would implement a joint command system "in due course" and it had already launched pilot programs to that effect.

"With regards to this, the Defense Ministry has clarified that the relevant report is groundless," the ministry said in a statement on its website.

The People's Daily, the

mouthpiece of the Communist Party, and its sister tabloid, the Global Times, carried the denials on Monday, citing unidentified ministry sources. The ministry posted the People's Daily report on its website on Tuesday.

China has been moving rapidly to upgrade its military hardware, but military analysts say operational integration of complex and disparate systems across a regionalized command structure is a major challenge.

In the past, regional-level military commanders have enjoyed major latitude over their forces and branches of the military have remained highly independent of each other.

'Snowden has more secrets'

JERUSALEM (Reuters) — Former U.S. spy agency contractor Edward Snowden has more secrets to reveal that relate to Israel, the journalist who first brought his leaks to the world's attention said on Monday.

Among allegations aired by Snowden last year were that the U.S. National Security Agency and its British counterpart GCHQ had in 2009 targeted an email address listed as belonging to then-Israeli Prime Minister Ehud Olmert and monitored emails of senior defense officials.

Israel played down the disclosures. But Prime Minister Benjamin Netanyahu said he had ordered the matter examined and

that "there are things that must not be done" between allies.

Glenn Greenwald, who as a writer for Britain's Guardian met face-to-face with the fugitive Snowden and has written or co-authored many of the newspaper's stories based on his material, was asked in an Israeli television interview whether the ex-contractor had more secrets to tell that related to Israel.

"Yes. I don't want to preview any stories that aren't yet published, but it is definitely the case that there are a huge number of very significant stories that are left to report," said the Brazil-based Greenwald, speaking to Channel Ten TV by video link.



In this Monday, Dec. 30, photo, two babies are held by their mothers, as one of them breast feeds, at the Mofid Children's Hospital in Tehran, Iran. Having curbed birth rates for two decades, Iran is once again promoting a baby boom to help make up for its graying population. AP

Iran to reverse slumping birth rate

TEHRAN, Iran (AP) — In Iran, free condoms and government-backed vasectomies are out, replaced by sermons praising larger families and discussions of even offering gold coins to the families of newborns.

Having successfully curbed birth rates for two decades, Iran now is promoting a baby boom to help make up for its graying population. But experts say it is difficult to encourage Iranians to have more children in a mismanaged economy hit by Western sanctions and 36 percent inflation.

"A gold coin won't change couples' calculations," said Mohammad Jalal Abbasi, head of Demographics Department at Tehran University.

"Many young Iranians prefer to continue their studies, not marry. Lack of financial ability to buy a house and meet expenses are among other reasons why the youth postpone marriage or have no interest in raising many children."

Iran's birthrate reached a peak of 3.6 children per couple after its 1979 Islamic Revolution, among the world's highest at the time. By 1990, experts estimated Iran could be home to 140 million people if the rate was left unchecked. To combat the rise, Iran's supreme leader Ayatollah Ali Khamenei endorsed birth control, while then-President Akbar Hashemi Rafsanjani made controlling the birth rate a part of his development plans.

Mass-produced condoms reached Iranians, as a month's supply of birth control cost the equivalent of 10 cents in 1992. The birth rate dropped precipitously, now reportedly standing at 1.8 children per couple with a population of some 77 million people. Experts now say that drive might have been too successful, estimating that Iran's population growth could reach zero in the next 20 years if the trend is not reversed.

Fearing that population decline, the machinery of state in Iran has changed course entirely. Khamenei, who has final say over all matters of state, now says Iran should have a population of 150 million people or more.

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

Gavin G. Sugiyama

dba: Sugiyama Trading Co.

has applied for a Class: (3) Wholesaler Alcoholic Beverage License said premises being marked as Lot: 278 Leon Guerrero Drive CTSI Warehouse, Tamuning



The Honorable
EDDIE B. CALVO
Governor



The Honorable
RAY TENORIO
Lt. Governor

A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM

PUBLIC NOTICE

The Board of Directors of the A.B. Won Pat International Airport Authority, Guam (GIAA) will hold a Special Board Meeting on Wednesday, January 15, 2014 at 3:00 p.m. in GIAA Terminal Conference Room No. 3 to discuss (1) the Award of the Request for Proposal on A-E Services for the Terminal Building Structural Upgrade & Concourse Isolation Design, (2) the Refinancing of the Energy Efficiency Loan and (3) the Procurement Approval for Gate 21 Replacement Loading Bridge. Parking is available in the Public Parking Lot.

For special accommodations, please call the Board Office at 642-4717/18.

(This ad paid for by GIAA)



GHURA

Guam Housing and Urban Renewal Authority

Aturidat Glinma' Yan Rineuban Siadat Guahan

117 Bien Venida Avenue • Sinajana, Guam 96910

Phones: (671) 477-9851 • Fax: (671) 300-7565 TTY: (671) 472-3701

Eddie B. Calvo
Governor



Ray Tenorio
Lieutenant Governor

INVITATION FOR BIDS

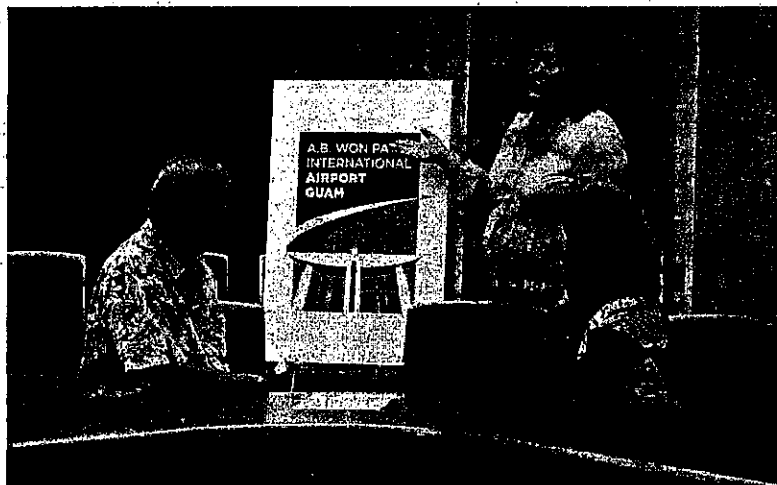
IFB#-GHURA-PH/CPD-014-001

This ad is paid with funds from HUD.

Purpose: Refrigerators, Electric Stoves, & Water Heaters

Due Date & Time: January 24, 2014, 2:00 PM at the GHURA Main Office. Copies of the Bid Packet are available at the GHURA Main Office in Sinajana starting December 23, 2013 between the hours of 8:00 A.M. - 12:00 P.M. and from 1:00 P.M. - 4:00 P.M. except on weekends and holidays. A pre-bid conference is scheduled for 10:00 A.M. on December 27, 2013 at the GHURA Main Office in Sinajana. A \$50.00 non-refundable deposit (cash, money order or company check) is required for each packet. GHURA reserves the right to waive minor informalities, cancel this solicitation at any time and reject any and all bids.

/s/ **MICHAEL J. DUENAS**
Executive Director



Rolanda Faasumalje, spokeswoman for the A.B. Won Pat International Airport, unveils a new design for a mobile application for the airport during a ceremony at the Governor's Complex at Adelup on Friday to designate Jan. 10 to 17 as Airport Week. Norman Taruc / For Variety

Guam Airport Week proclaimed

By Gina Tabonares-Reilly
gina@myguam.com
Variety News Staff

IN OBSERVANCE of the 38th Anniversary of the Antonio B. Won Pat International Airport, the week of Jan. 10 to 17 has been proclaimed Airport Week.

Named as the Department of the Year for three consecutive years under the governor's MagPro Awards, the management and employees of the Guam International Airport Authority were recognized during the proclamation signing at the Governor's Complex at Adelup last Friday.

Acting Gov. Ray Tenorio underscored the important role of the airport in welcoming the troops deployed in Afghanistan in support of Operation Enduring Freedom.

With tourism as the lifeline of the Guam economy, Tenorio said GIAA "made great strides for the development and progress of the airport over the years allowing the diversification of tourism markets and the capture of new airline services."

Tenorio mentioned the expanded Ambassador Program services to Japanese, Korean and Chinese travelers. Last year, the airport spent \$26 million to improve its landing strip, extend its runways and move its power underground.

With newly secured \$247 million in general revenue bonds, GIAA will focus its efforts on capital improvement projects including the construction of a safe concourse area for departing and arriving passengers, in addition to a single-

level parking deck, and the replacement of all old terminal seating.

GIAA said the airport is also Guam's leading agency in promoting and practicing energy efficiency, taking important steps to replace lighting in key areas and install major air conditioning equipment as part of its Energy Performance Management Program.

"These improvements will enhance the traveling experience of our residents and the millions of visitors that come through our gates," GIAA said.

The airport authority was recognized by the U.S. Department of Commerce as the eighth top U.S. Port for foreign arrivals.

Last year, the airport welcomed 2.5 million arriving and transiting passengers.

Mayors back Bill 241

By Louella Losinio
louella@myguam.com
Variety News Staff

DURING its last regularly scheduled monthly meeting held last week, the Mayors' Council of Guam unanimously supported Bill 241, a measure which would provide for a special election to fill any vacancy among Guam mayors or vice mayors.

The bill was introduced by Sen. Rory Respcio who said that with vacancies at the mayoralty and vice mayoralty level subject to the decision of only a handful of people, Bill 241 would "uphold the will of the people" by allowing a special election provided that such vacancy or vacancies occur 240 days or more before the date of the next general election for mayors and vice mayors.

During the public hearing for the measure, bill co-sponsor Sen. Tina Muna-Barnes said in villages where there are no vice mayors to assume the mayoralty position, the bill requires the vacancy to be filled by a majority vote of the municipal planning council, subject to the consent of the Legislature.

In the council meeting, the motion to unanimously support the bill was made by Piti Mayor Vicente Gumataotao and seconded by Ordot-Chalan Pago Mayor Jessy-Gogues.

Angel Sablan, executive director of the council, said the essence of the bill has been discussed back and forth among different mayors and vice mayors.

"There are some mayors asking if they don't finish their term this year, what would happen to their village? As we all know, it is an election year and some mayors are looking for other opportunities," he said.

Although the law provides for the vice mayors to move up should a vacancy occur, Sablan said some are not willing to assume the mayorship.

"They just want to remain as vice mayors. What is in the law right now is the municipal planning council of that village would recommend a name to the governor for appointment as an acting mayor or the governor does not have to stick to that list nor does he have to accept any of those nominees vetted by the municipal planning council. He can always name somebody on his own," Sablan said.

Although this would be an additional election cost, Sablan emphasized that it is the fairest way to fill these vacant positions.

"Nobody else but the villagers know who is best and who has been working hard in their village," he said.

PUBLIC NOTICE

Guam Board of Examiners for Dentistry Regular Session Meeting, Wednesday, January 15, 2014, 3:00 p.m., Health Professional Licensing Office, Terajo Professional Building, Conference Room 209, 194 Hernan Cortes Avenue, Hagatna. Agenda copies available.

Persons with disabilities needing special accommodations, please call the Health Professional Licensing Office at 735-7407 or the telecommunication device for the hearing/speech impaired (TDD) at 649-1801. Agenda's available at the licensing board office. Executive meeting may be called if necessary.

Funding Source for this ad is government funds.

GWIB PUBLIC NOTICE

GUAM WORKFORCE INVESTMENT BOARD

The Guam Workforce Investment Board will hold its Regular Monthly Meeting on Thursday, January 16, 2014 at 4:00 p.m. at the GDOL/HRD Conference Room, 3rd Floor, GCIC Building in Hagatna.

For more information, or for special accommodations, please contact Joleen Santos at 475-7044 or email joleen.santos@dol.guam.gov

This ad was paid with government funds by the Agency for Human Resource Development



The Honorable
EDDIE B. CALVO
Governor



The Honorable
RAY TENORIO
Lt. Governor

A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM

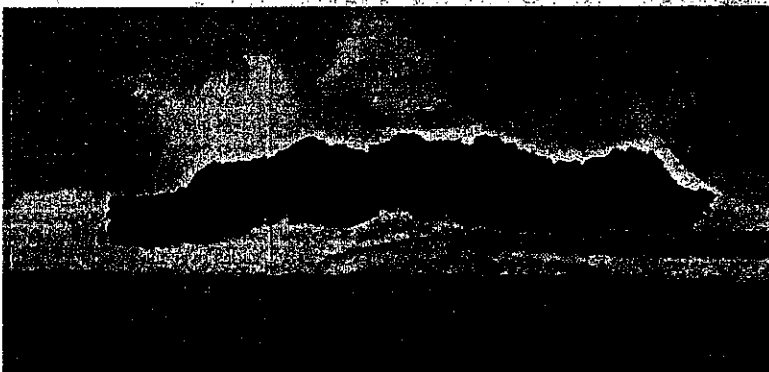
PUBLIC NOTICE

The Board of Directors of the A.B. Won Pat International Airport Authority, Guam (GIAA) will hold a Special Board Meeting on Wednesday, January 15, 2014 at 3:00 p.m. in GIAA Terminal Conference Room No. 3 to discuss: (1) the Award of the Request for Proposal for A-E Services for the Terminal Building Structural Upgrade & Concourse Isolation Design; (2) the Refinancing of the Energy Efficiency Loan and (3) the Procurement Approval for Gate 21 Replacement Loading Bridge. Parking is available in the Public Parking Lot.

For special accommodations, please call the Board Office at 642-4717/18.

(This ad paid for by GIAA)

High surf advisory for today



A high surf advisory is in effect until 4 p.m. today, according to the National Weather Service. Valley file photo

By Jasmine Stole
jasmine@myguam.com
Variety News Staff

A HIGH surf advisory is in effect until 4 p.m. today, according to the National Weather Service. Northern swells may be 7 to 9 feet high today. An NWS report stated Ypao Beach lifeguards reported occasional 10-foot surf yesterday. The public is advised to

exercise caution and to avoid exposed reefs and beaches, especially north-facing reefs which will have "life-threatening" rip currents.

Paul Stanko, Guam NWS senior meteorologist, said the high surf surrounding the island is due to the winter storms leaving Japan. "They can get some really strong north winds and those start

pushing the water down in our direction," Stanko said.

This kind of surf is normal around this time of the year and usually lasts about two days, Stanko added. Recently, however, there have been a series of winter storms in the Japan area which have led to a sequence of higher surf advisories around the Marianas.

**Antonio B. WonPat
INTERNATIONAL AIRPORT AUTHORITY, GUAM
BOARD OF DIRECTORS
EXECUTIVE SUMMARY**

**REQUEST FOR PROPOSALS, RFP NO. GIAA-001-FY14
A/E SERVICES FOR TERMINAL BUILDING STRUCTURAL UPGRADE
AND CONCOURSE ISOLATION DESIGN**

January 15, 2014

Purpose

Board action is requested to approve the ranking results based on the evaluation process performed through the Request For Proposals (RFP) No. GIAA-001-FY14 for A/E Services for Terminal Building Structural Upgrade and Concourse Isolation Design.

Background

The referenced RFP solicits proposals from professional firms to provide architectural and engineering services for the terminal building structural upgrade and concourse isolation design.

Procurement Background

The above referenced RFP was advertised in the local newspapers throughout the months of November & December 2013. The established deadline to submit the proposals was on December 20, 2013.

A total of eighteen (18) firms showed their interest by obtaining the RFP package; however, eight (8) firms responded by submitting their proposals before the established deadline.

After receipt of all proposals, an Evaluation Committee was established to perform an independent evaluation of the proposals to determine the best qualified proposer. The proposals were evaluated based on the point system assigned for each criteria identified in the RFP package.

The Evaluation Committee has completed their evaluations and the scores sheets were gathered and tabulated by Procurement Office. As a result, the selected firms in the order of their ranking are as follows:

1. Proposer B
2. Proposer G
3. Proposer E
4. Proposer A
5. Proposer C
6. Proposer D
7. Proposer H
8. Proposer F

Legal Review

Upon Board approval, a standard professional services contract will be forwarded to Legal Counsel for review and approval as to form.

Financial Review

The A/E Services for Terminal Building Structural Upgrade and Concourse Isolation Design Agreement funding for this project is available under the CIF.

Recommendation

Management recommends the approval of the ranking results and the contract award to **Proposer B**, as the highest ranked proposer for the A/E Services for Terminal Building Structural Upgrade and Concourse isolation Design subject to negotiations of fair and reasonable fees. And in the event that the negotiations prove unsuccessful, GIAA Management will enter negotiations with the next highest ranked proposer.

Additionally, in the interest of accelerating the review process and in view of our workload and limited resources, Management recommends the No.2 highest ranked offeror be selected for peer and technical reviews, subject to a fair and reasonable fee and legal review.





P.O. Box 8770
Tamuning, GU 96931

Tel (671) 646-0300
Fax (671) 646-8823

www.guamairport.com

January 14, 2014

MEMORANDUM

TO: Charles H. Ada II, Executive Manager

FROM: Franklin P. Taitano, Supply Management Administrator

SUBJECT: **Evaluation and Recommendation - Request For Proposal (RFP)**
A/E Services for Terminal Building Structural Upgrade and
Concourse Isolation Design
RFP No. GIAA-001-FY14; Project No. GIAA-FY14-01-1

The referenced Request for Proposal (RFP) solicits interests from firms or individuals to provide professional services for the A/E Services for Terminal Building Structural Upgrade and Concourse Isolation Design. The advertisement for this RFP was published in the local newspaper for the months of November & December 2013. The deadline to submit the proposals was on December 20, 2013.

Eighteen (18) firms/individuals acknowledged receipt of the package and eight (8) firms submitted qualification documents before the submission deadline.

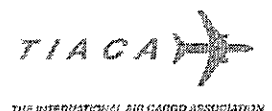
Evaluation and Selection

Pursuant to Section IX of the package, after receipt of all proposals, the GIAA Evaluation Committee conducted an independent evaluation for the purpose of selecting the most responsive and responsible offeror based on the evaluation criteria. The committee which Management established to evaluate the firms' qualifications included the following:

- a. Victor Cruz, Engineering Supervisor
- b. Gerard Bautista, Air Terminal Manager
- c. Jean M. Arriola, Airport Services Manager
- d. Frank R. Santos, Expansion Office
- e. Tony Laniog, Engineering Office

The committee completed their evaluation and the scores were tabulated as reflected on the attached summary worksheet. As a result of our tabulation, the firms selected in the order of their ranking are as follows:

- 1. Proposer B
- 2. Proposer G
- 3. Proposer E
- 4. Proposer A
- 5. Proposer C
- 6. Proposer D



7. Proposer H
8. Proposer F

Recommendation

Based on the tabulation of the proposers ranking, it is determined that **Proposer B** ranked number one and the best qualified firm to perform the required services in accordance with the criteria set forth in the RFP. Also, as a result of our review of the submitted required documents, the firm has been deemed to have met the standards of responsibility and responsiveness outlined in the Guam Procurement Regulations.

Therefore, management recommends the approval of the ranking results and the contract award to **Proposer B**, as the highest ranked proposer for the A/E Services for Terminal Building Structural Upgrade and Concourse Isolation Design subject to negotiations of fair and reasonable fees. In the event that the aforementioned negotiations prove unsuccessful, the GIAA may enter negotiations with the next highest ranked proposer.

Should you have any questions or need to discuss this matter further, I am available at your request.



Franklin P. Taitano

APPROVED:



CHARLES H. ADA II
Executive Manager

Attachments

cc:

Evaluation Committee
Procurement File





Antonio B. Won Pat
International Airport Authority, Guam
Evaluation Score Tally Sheet

A/E SERVICES FOR TERMINAL BLDG. STRUCTURAL UPGRADE AND CONCOURSE ISOLATION DESIGN
RFP NO. GIAA-001-FY14; PROJECT NO. GIAA-FY14-01-1

NAME OF FIRM/PROPOSER	Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4		Evaluator 5		AVERAGE
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Rank
Proposer E	87	4	86	4	90	4	93	3	88	4	3
Proposer H	82	7	88	3	79	7	87	6.5	87	5	7
Proposer A	83	6	89	2	92	3	87	6.5	90	2	4
Proposer B	90	1	90	1	96	1.5	96	1	93	1	1
Proposer G	88	2.5	85	5.5	96	1.5	94	2	86	6	2
Proposer F	78	8	85	5.5	78	8	85	8	77	8	8
Proposer D	86	5	84	8	88	6	88	5	89	3	6
Proposer C	88	2.5	85	5.5	89	5	91	4	83	7	5

Evaluators	
No. 1:	Victor Cruz
No. 2:	Gerard Bautista
No. 3:	Jean M. Arriola
No. 4:	Frank . Santos
No. 5:	Tony Laniog

**CERTIFICATE OF SECRETARY
OF
ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

I, _____, hereby certify that:

1. I am the duly elected, qualified and acting Secretary of **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam (the "Authority"), and as such have access to its corporate records and am familiar with the matters herein certified.

2. The Authority is a public corporation and autonomous instrumentality of the Government of Guam.

3. Attached hereto as Exhibit "A" is a true and correct copy of resolutions, and the preamble thereto, duly adopted effective _____, 2014 by the Authority's Board of Directors. Such resolutions are in full force and effect on and as of the date hereof, and have not been in any way amended, annulled, rescinded or revoked.

4. The Loan Agreement; the Addendum to Loan Agreement; the Promissory Note; the Security Agreement; the UCC-1 Financing Statement, the Commercial Loan Modification Agreements and the Amended and Restated Note referred to in the resolutions as executed and delivered on behalf of the Authority, are in substantially the forms thereof confirmed, ratified and approved by the Board of Directors of the Authority at the aforesaid meeting.

5. Neither the execution and delivery by any officer of the Authority of any of the transactions or documents authorized in such resolutions, nor the consummation of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction or decree of any court or governmental instrumentality, or of any agreement or instrument, known to me to which the Authority is a party or by which it is bound or to which it is subject, or constitute a default thereunder or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever

upon any property of the Authority pursuant to the terms of any such agreement or instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority this _____ day of _____, 2014.

, SECRETARY

ATTACHMENT:
EXHIBIT "A": BOARD OF DIRECTORS RESOLUTIONS

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PAY, MAT (10YR EXT)) ANTONIO B WON PAT AIRPORT.DOC

EXHIBIT “A”

**BOARD OF DIRECTORS RESOLUTION OF
ANTONIO B. WON PAT INTERNATIONAL AIRPORT
AUTHORITY, GUAM**

RESOLUTIONS OF BOARD OF DIRECTORS
OF
ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

WHEREAS, on June 27, 2012, **FIRST HAWAIIAN BANK**, a Hawaii corporation (the "Bank") agreed to lend to **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam (the "Authority"), and Authority agreed to repay to the Bank, together with interest and charges, the principal amount of \$11,900,000.00 (the "Loan"); and

WHEREAS, the Loan was made pursuant to a Term Loan Agreement dated June 27, 2012 (the "Loan Agreement") and evidenced by a Promissory Note dated June 27, 2012 (the "Note"), executed by the Authority in favor of Bank; and

WHEREAS, the Loan Agreement was amended by an Addendum to Loan Agreement dated June 29, 2012 (the "Addendum"); and

WHEREAS, the Loan Agreement and Note were amended further by a Commercial Loan Modification Agreement dated August 26, 2013 (the "First Modification") and a Commercial Loan Modification Agreement dated December 4, 2013 (the "Second Modification"); and

WHEREAS, the Loan and the Authority's obligations under Loan Agreement and Note, as amended, are secured by a certain Security Agreement dated June 27, 2012 (the "Security Agreement") executed by the Authority as Debtor in favor of the Bank as Lender and granting to the Bank a security interest in the Collateral as defined and described therein; and

WHEREAS, the obligations of the Authority under the Loan Agreement and Note, as amended, are guaranteed by the United States Department of Agriculture ("USDA"); and

WHEREAS, the Authority has requested that the Bank further amend the Loan Agreement and Note in various respects

including, without limitation: (i) extending the term of the Loan and Note, and (ii) increasing the interest of the Loan to 5.75% per annum as authorized by Public Law Number 32-62 thereby decreasing the monthly payments of principal and interest to be made to \$130,625.37 per month commencing on February 24, 2014; and

WHEREAS, the Bank has agreed to do so pursuant to a Commercial Loan Modification Agreement (the "Third Modification") and an Amended and Restated Promissory Note (the "Amended Note") in substantially the form submitted to this meeting.

NOW, THEREFORE, BE IT:

RESOLVED, that the Loan Agreement, the Note and the Security Agreement all dated June 27, 2012, the Addendum dated June 29, 2012, the First Modification dated August 26, 2013 and the Second Modification dated December 4, 2013 are hereby confirmed, ratified and approved in all respects; and

FURTHER RESOLVED, that the Authority execute and deliver to the Bank the Third Modification and the Amended Note which are hereby approved in all respects; and

FURTHER RESOLVED, that either the Board Chairman or the Vice Chairman, and the Executive Manager of the Authority be and they hereby are authorized and directed to execute, seal and deliver to the Bank, on behalf of and in the name of the Authority, the Third Modification and the Amended Note in substantially the form hereby approved, with such changes, additions or deletions as such Board Chairman or Vice Chairman and Executive Manager may approve, such approval to be conclusive evidence by their execution and delivery of the same; and

FURTHER RESOLVED, that the Board Chairman or Vice Chairman and Executive Manager be and they hereby are authorized and empowered to do and perform, or cause to be done and performed, any and all such other acts, matters and things as in their judgment may be necessary, proper or convenient in order to

obtain the agreement of the Bank to modify the Loan, the Loan Agreement and the Note as aforesaid; and

FURTHER RESOLVED, that these resolutions shall constitute a continuing authority and direction to the Board Chairman or Vice Chairman and Executive Manager to act on behalf of the Authority, and the several powers and authority in the foregoing paragraphs of these resolutions shall continue until revoked by the Board of Directors of the Authority and until formal written notice of such revocation shall have been given to the Bank; and

FURTHER RESOLVED, that this Resolutions of Board of Directors may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute one and the same document. Facsimile signatures shall have the force and effect of original signatures.

IN WITNESS WHEREOF, the undersigned being all of the members of the Board of Directors of the **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM** hereby certify that these resolutions have been duly adopted by said Board of Directors at a duly and legally called meeting thereof.

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

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PAY, MAT (10YR EXT)) ANTONIO B WON PAT AIRPORT.DOC

**CERTIFICATE OF SECRETARY
OF
GUAM ECONOMIC DEVELOPMENT AUTHORITY**

I, _____, hereby certify that:

1. I am the duly elected, qualified and acting Secretary of **GUAM ECONOMIC DEVELOPMENT AUTHORITY**, a public corporation and autonomous instrumentality of the Government of Guam (the "Authority"), and as such have access to its corporate records and am familiar with the matters herein certified.

2. Attached hereto as Exhibit "A" is a true and correct copy of resolutions, and the preamble thereto, duly adopted effective _____, 2014 by the Authority's Board of Directors. Such resolutions are in full force and effect on and as of the date hereof, and have not been in any way amended, annulled, rescinded or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority this _____ day of _____, 2014.

, SECRETARY

**ATTACHMENT:
EXHIBIT "A": BOARD OF DIRECTORS RESOLUTIONS**

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(INT, PAY, MAT (10 YR EXT)) ANTONIO B WON PAT AIRPORT.DOC

EXHIBIT "A"

**BOARD OF DIRECTORS RESOLUTION OF
GUAM ECONOMIC DEVELOPMENT AUTHORITY**

**RESOLUTIONS OF BOARD OF DIRECTORS
OF
GUAM ECONOMIC DEVELOPMENT AUTHORITY, GUAM**

WHEREAS, on June 27, 2012, **FIRST HAWAIIAN BANK**, a Hawaii corporation (the "Bank") agreed to lend to **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam (the "Borrower"), and Borrower agreed to repay to the Bank, together with interest and charges, the principal amount of \$11,900,000.00 (the "Loan"); and

WHEREAS, pursuant to 12 G.C.A. § 50103(k), the **GUAM ECONOMIC DEVELOPMENT AUTHORITY**, a public corporation and autonomous instrumentality of the Government of Guam (the "Authority") acts as the Borrower's central financial advisor and consultant in connection with the Loan; and

WHEREAS, the Loan was made pursuant to a Term Loan Agreement dated June 27, 2012 (the "Loan Agreement") and evidenced by a Promissory Note dated June 27, 2012 (the "Note"), executed by the Borrower in favor of Bank; and

WHEREAS, the Loan Agreement was amended by an Addendum to Loan Agreement dated June 29, 2012 (the "Addendum"); and

WHEREAS, the Loan Agreement and Note were amended further by a Commercial Loan Modification Agreement dated August 26, 2013 (the "First Modification") and by a Commercial Loan Modification Agreement dated December 4, 2013 (the "Second Modification"); and

WHEREAS, the Loan and the Borrower's obligations under Loan Agreement and Note, as amended, are secured by a certain Security Agreement dated June 27, 2012 (the "Security Agreement") executed by the Borrower as debtor in favor of the Bank as lender and granting to the Bank a security interest in the Collateral as defined and described therein; and

WHEREAS, the obligations of the Borrower under the Loan Agreement and Note, as amended, are guaranteed by the United States Department of Agriculture ("USDA"); and

WHEREAS, the Borrower has requested that the Bank further amend the Loan Agreement and Note in various respects including, without limitation, extending the term of the Loan

and Note to ten (10) years as authorized by Public Law Number 32-62; and

WHEREAS, the Bank has agreed to do so pursuant to a Commercial Loan Modification Agreement (the "Third Modification") and an Amended and Restated Promissory Note (the "Amended Note") in substantially the forms submitted to this meeting.

NOW, THEREFORE, BE IT:

RESOLVED, that the execution and delivery by the Borrower of the Loan Agreement, the Note and the Security Agreement all dated June 27, 2012, the Addendum dated June 29, 2012, the First Modification dated August 26, 2013 and the Second Modification dated December 4, 2013 are hereby approved in all respects; and

FURTHER RESOLVED, that, pursuant to Section 4(b) of Public Law Number 32-62, the Authority approves the execution and delivery by the Borrower to the Bank of the Third Modification and Amended Note which are hereby approved in all respects.

IN WITNESS WHEREOF, the undersigned being all of the members of the Board of Directors of the **GUAM ECONOMIC DEVELOPMENT AUTHORITY** hereby certify that these resolutions have been duly adopted by said Board of Directors at a duly and legally called meeting thereof.

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

DATED: _____, 2014

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(INT, PAY, MAT (10 YR EXT)) ANTONIO B WON PAT AIRPORT.DOC

COMMERCIAL LOAN MODIFICATION AGREEMENT

This **COMMERCIAL LOAN MODIFICATION AGREEMENT** ("Agreement") is made effective as of the 25th day of January, 2014 (the "Effective Date"), by and between the **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam (the "Borrower") and **FIRST HAWAIIAN BANK**, a Hawaii corporation, duly qualified and authorized to engage in the banking business in Guam (the "Bank").

RECITALS

WHEREAS, on June 27, 2012, the Bank made a term loan (the "Loan") to the Borrower in the original principal amount of up to **ELEVEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$11,900,000.00)**, which Loan was made pursuant to a Term Loan Agreement dated June 27, 2012 (the "Loan Agreement") and evidenced by a Promissory Note (the "Note") dated June 27, 2012, executed by the Borrower in favor of Bank; and

WHEREAS, the Loan Agreement was amended by an Addendum to Loan Agreement dated June 29, 2012; and

WHEREAS, the Loan Agreement and Note were amended by Commercial Loan Modification Agreements dated August 26, 2013 and December 4, 2013; and

WHEREAS, the Loan and the Borrower's obligations under Loan Agreement and Note, as amended, are secured by a certain Security Agreement dated June 27, 2012 (the "Security Agreement") executed by the Borrower as Debtor in favor of the Bank as Lender and granting to the Bank a security interest in the Collateral described therein; and

WHEREAS, the obligations of the Borrower under the Loan Agreement and Note, as amended, are guaranteed by the United States Department of Agriculture; and

WHEREAS, pursuant to Guam Public Law 32-69, the Borrower was authorized to restructure the Loan and the Borrower and the Bank have agreed to do so subject to the terms and conditions set forth herein.

WITNESSETH

THAT IN CONSIDERATION of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Borrower and the Bank agree as follows:

1. **CONFIRMATION OF AMOUNT OWED.** Borrower confirms that the entire amount of the Loan has been disbursed to or for the account of Borrower and that the outstanding principal balance of the Loan as of the date hereof is **ELEVEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$11,900,000.00)**.

2. **INTEREST.** Commencing on the Effective Date, the interest rate payable under the Amended Note shall be a fixed rate of **FIVE AND THREE-FOURTHS PERCENT (5.75%)** per annum until the Amended Note is paid in full

3. **PRINCIPAL AND INTEREST PAYMENTS.** Beginning on February 24, 2014 and continuing on the twenty-fourth (24th) day of each calendar month thereafter during the term of the Loan Agreement, as amended, and the Amended Note, principal and interest shall be paid in consecutive monthly installments of **ONE HUNDRED THIRTY THOUSAND SIX HUNDRED TWENTY-FIVE AND 37/100 DOLLARS (\$130,625.37)** each. The amount of such monthly payment is equal to the amount required to amortize the principal amount of the Amended Note, together with interest at the interest rate provided for therein over a period of ten (10) years from January 25, 2014 to January 24, 2024, based upon the use of a year of twelve (12) thirty (30) day months and based upon an assumption that the payments will be made on a timely basis.

4. **MATURITY DATE.** The maturity date of the Loan and Amended Note is hereby extended to January 24, 2024.

5. **THE AMENDED AND RESTATED PROMISSORY NOTE.** The obligation of the Borrower to repay the Loan shall be evidenced by an Amended and Restated Promissory Note (the "Amended Note") duly executed and delivered to the Bank by the Borrowers.

6. **MODIFICATION FEE.** The Borrower shall pay a modification fee in the amount of Eleven Thousand Nine Hundred and No/100 Dollars (\$11,900.00) payable upon execution of this Agreement and as a condition to its effectiveness.

7. **AMENDMENT AND EXTENSION OF LOAN DOCUMENTS.** The obligation of the Borrower to repay the Amended Note, together with accrued interest thereon, shall be evidenced by any other documents deemed necessary by the Bank's legal counsel to effectuate this Agreement, duly executed and delivered to the Bank by the Borrower.

8. **CONDITIONS PRECEDENT.** As conditions precedent to the effectiveness of this Agreement, the written approval of this Agreement by Participant and the written approval of this Agreement and confirmation of the Guaranty by USDA must be obtained, as well as the written approval of the Governor of Guam and of the Board of Directors of the Guam Economic Development Authority, as required by Guam Public Law 32-62, Sections 4(a) and 4(b).

9. **RIGHTS OF BANK.** This Agreement is made on the express condition that nothing contained herein shall in any way be construed as affecting, impairing or waiving any rights of the Bank under, Loan Agreement, as amended, the Amended Note, the Security Agreement and all documents executed in conjunction therewith or pursuant thereto (the "Loan Documents") or the validity or priority of any security instrument or similar instrument constituting the Loan Documents.

10. **CONFIRMATION OF REPRESENTATIONS AND WARRANTIES.** The Borrower agrees that each and every representation and warranty of the Borrower contained in each of the Loan Documents are hereby restated and confirmed to be true, valid and correct as of the date of this Agreement.

11. **COMPLIANCE.** The Borrower hereby agrees and represents and warrants to the Bank that the Borrower has, as of the date of this Agreement, performed and complied with all agreements and conditions contained in the Loan Documents which are required thereby to be performed and complied with by the Borrower prior to or as of the date of this Agreement.

12. **VALIDITY.** The Borrower hereby represents and warrants to the Bank that this Agreement has been duly authorized, executed and delivered by the Borrower, constitutes the legal, valid and binding obligations of the Borrower and is enforceable against the Borrower in accordance with its terms, subject only to bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles affecting creditors' rights in general.

13. **EXPENSES.** The Borrower shall pay all expenses incurred by the Bank in connection with this Agreement, including any attorneys' fees and other related costs and expenses.

14. **CONFIRMATION OF OBLIGATIONS.** This Agreement is an amendment and not a novation. As an essential inducement to the Bank to amend the terms and conditions of the Loan Agreement and the Loan Documents and to amend and restate the Note as provided herein, the Borrower hereby ratifies and confirms each and every Loan Document in all respects.

15. **COOPERATION TO ENSURE BANK'S PRIORITY IN SECURITY.** The Borrower shall, as requested by the Bank, execute and deliver such additional instruments which are reasonably necessary to ensure the Bank's priority and continuing security in each of the Loan Documents. The Borrower shall be responsible for and shall reimburse the Bank for any and all fees and costs incurred by the Bank, including reasonable attorneys' fees, to ensure such priority and security.

16. **NO DEFENSES; WAIVERS.** The Borrower represents and agrees that the Borrower has no claims, defenses or offsets against the Bank or against the Borrower's obligations under the Loan Documents whether in connection with the negotiations for execution of this Agreement, or otherwise, and if any such claims, defenses or offsets exist, the Borrower hereby irrevocably waives and releases each such claim, defense and offset as an essential condition for, and as the Borrower's inducement to the Bank to obtain, the Bank's agreement to enter into this Agreement and to modify the Loan.

17. **FULL FORCE AND EFFECT.** In the event of any conflict between the provisions of this Agreement and the provisions of the Loan Documents, the provisions of this Agreement shall control, but in all other respects, the provisions of each of the Loan Documents shall continue in full force and effect, and shall not be otherwise impaired by this Agreement.

18. **BINDING EFFECT.** This Agreement shall be binding upon the Borrower and the Borrower's successors and assigns and shall inure to the benefit of the Bank, its successors and assigns.

19. **JOINT AND SEVERAL OBLIGATIONS.** If more than one person other than the Bank signs this Agreement, each such person is jointly and severally obligated to keep all of the promises and obligations contained in this Agreement. The Bank may enforce the Bank's rights under this Agreement against each such person individually or against all such persons together.

20. **WAIVER OF JURY TRIAL.** THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT BORROWER MAY HAVE TO A JURY TRIAL IN ANY LEGAL PROCEEDING WHICH MAY BE HEREINAFTER INSTITUTED BY THE BANK OR THE BORROWER TO ASSERT ANY OF THEIR RESPECTIVE CLAIMS ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT CONTEMPLATED THEREBY. IN SUCH EVENT, THE BORROWER, AT THE REQUEST OF THE BANK, SHALL CAUSE ITS ATTORNEY OF RECORD TO EFFECTUATE SUCH WAIVER IN COMPLIANCE WITH THE GUAM RULES OF CIVIL PROCEDURE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

21. **APPLICABLE LAW.** Notwithstanding anything to the contrary in any of the Loan Documents, this Agreement and each and all of the Loan Documents shall be governed by and interpreted in accordance with the laws of Guam.

22. **COMPLIANCE WITH OFAC RESTRICTIONS.** The Bank and the Borrower are obligated to comply with the laws and regulations administered by the United States Office of Foreign Asset Control ("OFAC Restrictions"). In order to comply with OFAC Restrictions, the Bank may be required to temporarily suspend processing a transaction which may result in delayed availability of funds, or may be prohibited from closing a transaction altogether. The Borrower agrees to the foregoing, and further agrees that if the Bank is required by applicable OFAC Restrictions to suspend processing of a transaction, or is prohibited by applicable OFAC Restrictions from closing a transaction, the Bank will not be liable for any damages of any kind or nature (including without limitation, actual, consequential, special, incidental, punitive, or indirect damages, whether arising out of claims for "lender liability" or any other cause), which the Borrower may suffer or incur in connection with any such suspension of, or failure to close, a transaction.

23. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, the validity or

enforceability of the other provisions shall remain unaffected.

24. **PARAGRAPH HEADING.** The headings of paragraphs in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Agreement as of the Effective Date.

BORROWER:

BANK:

**ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM**
A PUBLIC CORPORATION AND AUTONOMOUS
INSTRUMENTALITY OF THE GOVERNMENT
OF GUAM

FIRST HAWAIIAN BANK
A HAWAII CORPORATION

BY: _____
NAME: _____
ITS: _____

BY: _____
NAME: _____
ITS: _____

BY: _____
NAME: _____
ITS: _____

APPROVED AS TO FORM:

THOMAS J. FISHER
*Attorney for Antonio B. Won Pat International
Airport Authority, Guam*

APPROVAL OF THE GOVERNOR OF GUAM

I, **EDDIE BAZA CALVO**, Governor of Guam, pursuant to Section 4 of Public Law Number 32-62, hereby approve the foregoing Commercial Loan Modification Agreement.

DATED: _____, 2014

EDDIE BAZA CALVO
GOVERNOR OF GUAM

J49\21150-579
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(10YR EXT) A.B. WON PAT INT'L AIRPORT \$11.9M.DOC

ACKNOWLEDGEMENTS

GUAM, U.S.A.)
) SS:
MUNICIPALITY OF)
)

ON THIS _____ day of _____, 2014, before me, a notary public in _____ and _____ for Guam, personally appeared _____, known or identified to me to be the _____ of **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam, whose name is subscribed to the foregoing **COMMERCIAL LOAN MODIFICATION AGREEMENT**, and acknowledged to me that he executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(official signature and seal of notary)

GUAM, U.S.A.)
) SS:
MUNICIPALITY OF)
)

ON THIS _____ day of _____, 2014, before me, a notary public in _____ and _____ for Guam, personally appeared _____, known or identified to me to be the _____ of **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam, whose name is subscribed to the foregoing **COMMERCIAL LOAN MODIFICATION AGREEMENT**, and acknowledged to me that he executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(official signature and seal of notary)

GUAM, U.S.A.)
) SS:
MUNICIPALITY OF)
_____)

ON THIS _____ day of _____, 2014, before me, a notary public in _____ and _____ for Guam, _____ personally appeared _____, known or identified to me to be the _____ of **FIRST HAWAIIAN BANK**, a Hawaii corporation, whose name is subscribed to the foregoing **COMMERCIAL LOAN MODIFICATION AGREEMENT**, and acknowledged to me that he executed the same on behalf of said corporation, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(official signature and seal of notary)

J49\21150-579
G:\FHB\COMMLOANDCS\D804A-COMM LOAN MODIFICATION -INT-PAY-
MAT (10YR EXT) A.B. WON PAT INT'L AIRPORT \$11.9M.DOC

ON BANKPACIFIC LETTERHEAD

January __, 2014

FIRST HAWAIIAN BANK
400 Route 8
Mongmong, Guam 96910

Attention: William Calori

**RE: \$11,900,000.00 LOAN TO ANTONIO B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM**

Dear Mr. Calori:

BankPacific, Ltd., a participant in the above-referenced loan pursuant to a participation agreement between First Hawaiian Bank and BankPacific, Ltd. dated June 27, 2012, hereby consents to the modification of that loan to:

- a) effective January 25, 2014, increase the interest rate to 5.75%
- b) extend the amortization period to 10 years
- c) extend the maturity date from June 27, 2017 to January 24, 2024
- d) to reduce the monthly installment payments of principal and interest commencing February 24, 2014 from \$296,185.77 to \$130,625.37.

Sincerely,

BANKPACIFIC, LTD.

**AMENDED AND RESTATED
PROMISSORY NOTE**

HAGÁTÑA, GUAM

DATE OF NOTE: **ORIGINALLY DATED JUNE 27, 2012**
AMENDED AND RESTATED JANUARY 25, 2014

PRINCIPAL AMOUNT OF NOTE: **\$11,900,000.00**

INITIAL INTEREST RATE: **5.75% FIXED**

FOR VALUE RECEIVED, ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM, a public corporation and autonomous instrumentality of the Government of Guam (the "Maker"), promises to pay to the order of FIRST HAWAIIAN BANK, a Hawaii corporation authorized to transact business in Guam (the "Payee") or to the Payee's successors or assigns, in legal tender of the United States, at such place or places as the holder of this Note ("Holder") may from time to time designate, the principal sum of ELEVEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$11,900,000.00), or so much thereof as may be disbursed, together with interest thereon from the date of disbursement of said principal sum, all as provided herein.

INTEREST. The interest rate payable under this Note shall be a fixed rate of **FIVE AND THREE-FOURTHS PERCENT (5.75%)** per annum from the date hereof until this Note is paid in full. Interest will be calculated based on a 360 day year and the actual number of days elapsed.

PAYMENTS. Beginning on February 24, 2014 and continuing on the twenty-fourth (24th) day of each calendar month thereafter, principal and interest shall be paid in consecutive monthly installments of **ONE HUNDRED THIRTY THOUSAND SIX HUNDRED TWENTY-FIVE AND 37/100 DOLLARS (\$130,625.37)** each. The amount of such monthly payment is equal to the amount required to amortize the outstanding principal amount of this Note, together with interest at the interest rate provided for herein, over a period of ten (10) years from January 25, 2014 to January 24, 2024, based upon the use of a year of twelve (12) thirty (30) day months and based upon an assumption that the payments will be made on a timely basis.

MATURITY. Notwithstanding anything to the contrary contained in the foregoing, all unpaid principal and accrued but unpaid interest shall be due and payable on January 23,

2024, unless sooner due as hereinafter provided. Except in the case of an election to the contrary by the Holder in the event of a default, all payments will be applied first to charges, then interest accrued, then principal.

OPTIONAL PREPAYMENT. The Maker shall have the privilege of prepaying principal upon three (3) business days' prior written notice, subject to the payment of a prepayment charge equal to three percent (3.0%) of the amount of the prepayment. The full amount of such principal specified for prepayment, together with the applicable prepayment charge, shall become due and payable on the prepayment date stated in such notice. Any prepayment shall be applied against the principal sum outstanding and shall not postpone the due date of any subsequent monthly payments or change the amount of any subsequent monthly payments.

PLACE OF PAYMENT. Maker agrees that until otherwise notified in writing by Payee or any other Holder of this Note, Maker will make all payments set forth herein payable to First Hawaiian Bank, 400 Route 8, Mongmong, Guam 96910.

SECURITY. This Note is secured by a Security Agreement and a UCC-1 Financing Statement (collectively the "Security Documents") dated June 27, 2012.

LIMITATIONS OF INTEREST. Notwithstanding any provision to the contrary contained in this Note or in the Security Documents, the rate and amount of interest which the Maker shall be required to pay to the Holder shall in no event, contingency or circumstance exceed the maximum rate or amount limitation, if any, imposed by applicable law. If, from any circumstance whatsoever, performance by the Maker of any obligation under this Note or under the Security Documents at the time performance shall be due (including, without limiting the generality of the foregoing, the payment of any fee, charge or expense paid or incurred by the Maker which shall be held to be interest), shall involve transcending the limits of validity prescribed by law, if any, then, automatically, such obligation to be performed shall be reduced to the limit of such validity prescribed by applicable law. If, notwithstanding the foregoing limitations, any excess interest shall at the maturity of this Note be determined to have been received, the same shall be deemed to have been held as additional security. The foregoing provisions shall never be superseded or waived and shall control every other provision of all agreements between the Holder and the Maker.

REPRESENTATIONS AND WARRANTIES. The Maker represents and warrants that (a) this Note constitutes a valid and enforceable obligation; and (b) neither the making of this Note nor the performance by the Maker of Maker's obligations hereunder will violate any provision of law, or any agreement, indenture, note or other instrument binding upon the Maker, nor give cause for acceleration of any indebtedness of the Maker.

LATE CHARGES. If any monthly payment shall not be paid within ten (10) days after the same becomes due and payable, the Holder, in addition to its other remedies, may collect, and the Maker shall pay on demand, a late charge equal to five percent (5%) of the amount overdue. Failure to assess such late charge for any late payment shall not constitute a waiver of the Holder's right to do so in the event of the same or any subsequent late payment.

REASONABLENESS OF DEFAULT CHARGES. The Maker acknowledges that nonpayment of any monthly payment when due and nonpayment at maturity (whether or not resulting from acceleration due to an event of default under the Security Documents) will cause damages to the Holder by reason of the additional expenses incurred in servicing the indebtedness evidenced by this Note and by reason of the loss to the Holder of the use of the money due and frustration to the Holder in meeting its other commitments. The Maker also acknowledges and agrees that the occurrence of any other default under the Security Documents will cause damages to the Holder. The Maker further acknowledges that it is and will be extremely difficult and impracticable to ascertain the extent of such damages caused by nonpayment of any sums when due or resulting from any other event of default under the Security Documents. The Maker by their execution and delivery hereof and the Holder hereof by the acceptance of this Note agree that a reasonable estimate of such damages must be based in part upon the duration of the default and that the rate of interest prescribed above with respect to the amount due and payable upon maturity or acceleration would not unreasonably compensate the Holder for such damages.

PROMISE TO PAY ADDITIONAL SUMS. The Maker promises to pay the attorneys' fees and such expenses as are incurred to induce or compel the payment of this Note (or any portion of the indebtedness evidenced hereby) or the performance of any obligations under the Security Documents, whether suit is brought hereon or thereon or not.

WAIVER. Except as otherwise provided herein, the Maker, and any endorsers or guarantors hereof, and all others who may become liable for any part of this obligation jointly or severally, waive presentment, protest, demand and notice of protest, demand, dishonor and nonpayment of this Note and consent to any number of renewals or extensions of the time of payment hereof and to any release of parties obligated hereunder or forbearance in the enforcement hereof.

GOVERNING LAW. This Note shall be governed by and construed according to the laws of Guam.

WAIVER OF JURY TRIAL. THE MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT MAKER MAY HAVE TO A JURY TRIAL IN ANY LEGAL PROCEEDING WHICH MAY BE HEREINAFTER INSTITUTED BY THE HOLDER OR THE MAKER TO ASSERT ANY OF THEIR RESPECTIVE CLAIMS ARISING OUT OF OR RELATING TO THIS NOTE, OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT EVIDENCING, SECURING OR RELATING TO THE SECURITY DOCUMENTS OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT CONTEMPLATED THEREBY. IN SUCH EVENT, THE MAKER, AT THE REQUEST OF THE HOLDER, SHALL CAUSE MAKER'S ATTORNEYS OF RECORD TO EFFECTUATE SUCH WAIVER IN COMPLIANCE WITH THE RULES OF CIVIL PROCEDURE OF THE APPLICABLE JURISDICTION, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. THE SECURITY DOCUMENTS SHALL INCORPORATE COVENANTS BY THE MAKER CONFIRMING THESE AGREEMENTS.

AMEND AND RESTATE. This Amended and Restated Promissory Note amends, restates and supersedes that certain promissory note made by Maker in favor of the Holder on June 27, 2012.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed.

MAKER:

**ANTONIO B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM**
A PUBLIC CORPORATION AND AUTONOMOUS
INSTRUMENTALITY OF THE GOVERNMENT OF GUAM

BY: _____

NAME: _____

ITS: _____

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGEMENTS

GUAM, U.S.A.)
) SS:
MUNICIPALITY OF)
_____)

ON THIS ____ day of _____, 2014, before me, a notary public in and for Guam, personally appeared _____, known or identified to me to be the _____ of the **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam, whose name is subscribed to the foregoing **PROMISSORY NOTE**, and acknowledged to me that he executed the same on behalf of said company, in such capacity, being fully authorized to do so, and for the purposes and considerations contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(official signature and seal of notary)

GUAM, U.S.A.)
) SS:
MUNICIPALITY OF)
_____)

ON THIS ____ day of _____, 2014, before me, a notary public in and for Guam, personally appeared _____, known or identified to me to be the _____ of the **ANTONIO B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**, a public corporation and autonomous instrumentality of the Government of Guam, whose name is subscribed to the foregoing **PROMISSORY NOTE**, and acknowledged to me that he executed the same on behalf of said company, in such capacity, being fully authorized to do so, and for the purposes and considerations contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(official signature and seal of notary)

J49\21150-579
G:\FHB\COMMLOANDOC\0804B-AMENDED & RESTATED NOTE RE ANTONIO
B. WON PAT INTL AIRPORT AUTHORITY \$11.9M TERM.DOC



Jetway Systems®
1805 West 2550 South
Ogden UT 84401-3396 USA
Phone: 801-627-6600
Fax: 801-629-3474

Proprietary and Confidential

January 7, 2014

**Guam International Airport Authority
523 Chalan Pasaheru
Tamuning GU 96913**

Attention: Chuck Ada

Email: chucka@guamairport.net

Subject: Quotation for the Guam International Airport new Passenger Boarding Bridge Equipment, Gate 21

Enclosed is our Revised Quotation No. **2402-E** dated January 7, 2014. Our quotation is based on JBT AeroTech Jetway Systems standard terms and conditions, which are attached to this quotation.

This revision shows quoting the Hawaii style truss bridge as the Base Bid. The following are some clarifications

We have quoted an open truss design without our wallboard

We have added the polyurea coating on the roof as a separate line item. This was not included in the last proposal.

We have included Norament tile in the tunnels.

Should you have any questions or comments, please do not hesitate to contact us. We appreciate the opportunity to submit this proposal and look forward to being of service to you.

Sincerely,

A handwritten signature in cursive script, reading 'J. Garrett Macfarlane'.

J. Garrett Macfarlane
Airport Sales Manager - Americas



DATE:
QUOTE NO:
VALIDITY DATE:
PAGE NO.:

07 January 2014
2402-E
07 February 2014
1 of 3

Proprietary and Confidential

QUOTATION

Jetway Systems®
1805 West 2550 South
Ogden, Utah 84401-3249
Phone: 801-627-6600
Fax: 801-629-3474

To: Guam International Airport Authority
523 Chalan Pasaheru
Tamuning GU 96913

Attention: Chuck Ada

Email: chucka@guamairport.net

DESCRIPTION	UNIT PRICE	TOTAL
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Base Bid Hawaii Style

1. **PASSENGER BOARDING BRIDGE EQUIPMENT:**

Provide an Apron Drive Passenger Boarding Bridge with the following requested features:

- PLC Controls (Beckhoff) with HMI
- Solid Tires
- ACF Floor
- Proximity Sensors
- 4 Quad Joystick
- Cab Swing Doors with SST Kick Plates
- Cab Curtain with Single Vision Panels
- Service Door Lockset – Simplex Unican 1000
- Service Door SST Kick Plate
- Service Ladder & Cage Assembly (Painted)
- Roof Handrail (Painted)
- A-Tunnel Handrails – Right side
- 20 Amp GFI Receptacles (Cab, Corridor, Lower Drive Column)
- Emergency Lighting
- Ceiling Panels – White
- Ceiling Insulation 1/2"
- Marine Grade Plywood Throughout
- Provide and Install Norament Rubber Tiles throughout tunnels
- Interlocks – 400 Hz, PCA, Canopy Forward
- Safety Shoe
- Hurricane Tie Down Straps



DATE:
QUOTE NO:
VALIDITY DATE:
PAGE NO.:

07 January 2014
2402-E
07 February 2014
2 of 3

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DESCRIPTION	UNIT PRICE	TOTAL
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PASSENGER BOARDING BRIDGE EQUIPMENT (continued):

- Closed Circuit Television (CCTV)
- Bridge Cool Provisions
- Cabin Temperature Probe
- 400 Hz and PCA Console Components
- Pre-wire 400 Hz – 180 KVA
- Pre-wire PCA – 100 Ton
- Double Dogleg for PCA & 400 Hz Power Cables
- 1 year warranty

Provide an A3 68/141-125R **Hawaii Pratt Truss with Aluminum Exterior Panels**
Passenger Boarding Bridge with the options and features listed above :

Total for One (1): **\$ 536,975.00**

2. WALKWAY EQUIPMENT:

Provide a Fixed Walkway with the same interior/exterior features to match the passenger boarding bridge and the following features listed below:

- Column support
- Haunch Support

Provide a J-28-BB Walkway **Truss with Aluminum Exterior Panels**

Total for One (1): **\$ 79,948.00**

3. POLYUREA ROOF COATING – COST ADDER TO BRIDGE AND WALKWAY:

\$ 18,941.00

Provide polyurea roof coating to the bridge and fixed walkway (this option to be done in the factory):

4. INSTALLATION (Includes the following):

\$ 72,388.00

- Take down and store existing bridge and store on airport property
- Install new passenger boarding bridge
- Remove existing Jetpower and PCA unit and reinstall on new PBB
- Testing and commissioning of equipment
- Training - 8 Hours Operator and Maintenance

5. ESTIMATED FREIGHT:

FREIGHT Ogden/Guam:

\$ 107,062.00



DATE:
QUOTE NO:
VALIDITY DATE:
PAGE NO.:

07 January 2014
2402-E
07 February 2014
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Proprietary and Confidential

DESCRIPTION	UNIT PRICE	TOTAL
6. <u>PAYMENT AND PERFORMANCE BONDS (If Required):</u>		\$ 7,277.00
7. <u>GROSS RECEIPT TAX</u>		\$ 32,904.00
PROJECT TOTAL- BASE BID:		\$ 855,495.00

JOHN BEAN TECHNOLOGIES CORPORATION
through its business unit JBT AeroTech,
JETWAY SYSTEMS®

GUAM INTERNATIONAL AIRPORT AUTHORITY


Offered By: Curtis Corbridge

Accepted By: _____

Title: Site Controller, Jetway Systems®

Title: _____

Date: January 7, 2014

Date: _____



Jetway Systems
Proprietary and Confidential

DATE : January 7, 2014
QUOTE NO. : 2402-E
PAGE NO. : 1

CONDITIONS OF SALE - DOMESTIC
ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS

The following terms and conditions shall apply to contracts entered into by JOHN BEAN TECHNOLOGIES CORPORATION (JBT CORPORATION), operating through the Jetway business unit of its JBT AeroTech Division.

The conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing.

1. **QUOTATION VALIDITY:** This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice To Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.
2. **PAYMENT TERMS:** Product(s) sold under this contract require an advance payment of 25% of the total contract value. The remaining 75% shall be invoiced for monthly progress payments based on an approved schedule of values or in accordance with the payment schedule submitted with Seller's proposal. Spare Part sales shall be 100% payable upon shipment of goods by Seller.
 - a. Terms are net 30 days subject to credit approval. Security for the advance payment and progress payments issued for off-site materials and completed manufactured products shall be provided in accordance with Buyer's requirements or by a Bank Guarantee issued in an amount equal to the progress payment. Interest at 1-1/2% per month will be added to all accounts overdue and payable in accordance with the above Terms of Payment.
 - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller may (1) withhold deliveries and suspend performance, or (2) continue performance if Seller deems it reasonable to do so, or (3) place the Products in storage pursuant to the provisions of Article 8 and Buyer shall be liable for all applicable costs resulting therefrom. In addition, Seller shall be entitled to an extension of time for performance of its obligations equaling the period of non-performance and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
3. **PRICE:** This is a firm fixed price contract. No changes in the price will be allowed unless mutually agreed to in writing by both parties. Prices are FOB Origin (Ex-Works) unless noted otherwise on the quotation. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
4. **TAXES:** State sales and/or use taxes are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid.
5. **DELIVERY:** The shipment of all Products shall be scheduled as mutually agreed and in accordance with Article 3 above. Partial deliveries shall be permitted. Delivery times are approximate and are dependent upon timely receipt by Seller of all necessary equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the manufacturing work. In the event Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly and Seller will notify Buyer of the next available delivery time for the Equipment which is compatible with Seller's factory production schedule.
6. **DELAYS:** In the event Seller should be requested by, or caused by, Buyer to delay its delivery and/or installation of any Product(s) purchased under this Contract, Seller shall be entitled to the following:
 - a. A storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s).
 - b. Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer.

- c. Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays.
- d. Payment in full for the Product(s) completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer.

Items A, B & C may be waived for Product(s) stored less than one month or as mutually agreed upon between Buyer and Seller.

7. FORCE MAJUERE:

- a. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (i) causes beyond Seller's reasonable control; (ii) acts of god, act (including failure to act) of any governmental authority (*de jure* or *de facto*), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (iii) inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.
- b. In the event of any delay or failure excused by this Article, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery date. In the event of such delay, the time of delivery or of performance shall be extended for a period equal to the time lost by Seller by reason of the delay. If delay excused by this Article extends for more than sixty (60) days and the parties have not agreed upon a revised schedule for continuing the work at the end of the 60 day period, including adjustment of the price if applicable, then either party upon thirty (30) days written notice, may terminate this Contract with respect to the unexecuted portion of the work, whereupon Buyer shall pay Seller for all the work completed to the date of termination including profit for that work and Seller shall turn over all materials and Products completed at the termination date.

- 8. SHIPMENT & STORAGE :** If any part of the Product(s) cannot be shipped when ready due to any cause referred to in Articles 6 or 7, Seller may place such Products in storage at the place of manufacture or Buyer designated site. In such event; (i) Seller shall notify Buyer of the placement of any Product in storage; (ii) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer; (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoice; (iv) implementation of conditions of Article 6 above; and (v) when conditions permit and upon payment of all amounts due hereunder, Seller shall assist and cooperate with Buyer in any reasonable manner for the removal and delivery of any Product(s) which has been placed in storage.

- 9. RISK OF LOSS & TITLE:** Full risk of loss shall pass to the Buyer upon delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.

- 10. INSTALLATION:** In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.

- 11. PRODUCT ACCEPTANCE:** The Buyer shall inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected.

12. NEW PRODUCT WARRANTY

- a. Seller warrants that Products manufactured by Seller shall be free from defects in material, workmanship, and title and shall be of the kind and quality specified or designated by Seller in this Contract for a period of one year from the date of final acceptance or beneficial occupancy or 18 months from shipment of the product, whichever occurs first. Defective and nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. **THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**

- b. Upon Buyer's submission of a claim as provided above and following its substantiation, seller shall provide a replacement part for the defective or faulty part.
 - c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages. Any action by Buyer arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within one (1) year after the cause of action occurs or it shall be barred.
 - d. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
 - e. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed and records maintained for Seller's review and inspection if requested.
 - f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.
 - g. Should Buyer elect to have the installation of the Product(s) performed by someone other than Seller, the warranty shall not commence until the Product(s) has been inspected and approved for fitness of operation by the Seller. Costs for this inspection shall be borne by the Buyer.
13. **REHAB PRODUCT WARRANTY:** Seller warrants that any rehab work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. All other terms stated in Article 12 above shall apply.
14. **PATENT INFRINGEMENT:**
- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.
 - b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.



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15. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES:

- a. Each Party shall indemnify, defend and hold harmless the other Party, from and against the loss, liability, claim, or action, to persons, property or third parties ("Loss") to the extent that such Loss was caused by the indemnifying Party or its agents, subcontractors or affiliates.
- b. Seller shall release, defend, indemnify and hold harmless Buyer, its affiliates and its other contractors for pollution or contamination arising above the surface of the land or water and which escapes or emanates directly from Sellers' equipment which equipment is wholly within Sellers' control. Buyer shall release, defend, indemnify and hold harmless Seller for all other pollution not specifically assumed by Seller.
- c. Notwithstanding the foregoing, neither Party shall be liable to the other for any indirect, special, or consequential damages, including, but not limited to, lost profits, loss of use, environmental or pollution damage, or consequential or indirect damages to the other Party's property or facilities, regardless of cause.

16. TERMINATION: In the event Buyer shall terminate the order for the Product(s) referenced herein for reasons other than a default by the Seller, Buyer agrees to pay Seller for any costs incurred and all work that Seller has performed up to the date of termination plus a reasonable rate of profit for the work performed. Except as specifically agreed in writing, termination shall not relieve either party of any obligation arising out of work performed prior to the date of termination.

17. STANDARDS: Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Schedule A of this quotation.

18. LICENSES AND PERMITS: Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.

19. MANUALS: The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.

20. VERIFICATION OF ROTUNDA HEIGHT: Seller does not assume responsibility for verification of rotunda column heights (distance from the top of foundation to second level terminal floor), anchor bolt placements, or foundation design or installation. However, Seller will furnish anchor bolt templates for specific installations upon written request and at an extra cost to Buyer. Rotunda column heights must be given to Jetway in writing at least 45 calendar days prior to the estimated shipment date specified in this Agreement. In the event Rotunda column heights are delayed, Seller will be entitled to an extension of time for performance of its obligations equaling the period of delay and will be entitled to collect all costs associated with the delay.

21. TRAINING: If purchased by the Buyer, Seller will provide operator and maintenance training at a time or times convenient to the Buyer at the time of installation, but no later than the operational date of the Equipment. Unless specified otherwise in the Contract, training sessions will utilize prepared text, slides, and other instructional aids as required in the English language. Buyer to provide language interpreters as required for training sessions.

22. DISPUTES AND GOVERNING LAW: This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.

23. SUCCESSORS AND ASSIGNS: This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. The Buyer will not assign this contract or delegate its performance thereunder by subcontract or other instrumentality, in whole or in part, without the prior written consent of the Seller. However, the Seller may assign this contract to any subsidiary, affiliate or successor in interest upon notice to the Buyer of such assignment, in which case, the Seller shall be released from any and all obligations arising under this contract.

24. CONFIDENTIALITY: Buyer acknowledges that during the execution of this Agreement that Seller will provide confidential information to Buyer regarding the Equipment design. Buyer agrees that such information is and will remain the property of



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Seller and that Buyer will use the information only for the operation and maintenance of the Equipment and protect the confidential information from disclosure to other person, and entities. Buyer and Seller agree not to disclose the existence or terms of this Agreement to any third person or entity without first obtaining the written permission of the other party.

25. **LIMITATION OF LIABILITY:** Under no circumstances shall the total aggregate liability under any contract for all Sellers' exposures (e.g., pollution, warranty, indemnification, liquidated damages) exceed the value of the contract.
26. **SOFTWARE:** Seller hereby grants to Buyer a non-exclusive, non-transferable and non sublicensable license to use the PCL control Software solely in conjunction with the operation of the Equipment provided under the contract and otherwise in accordance with any other applicable agreements in existence between the parties. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.
27. **MISCELLANEOUS:** The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.
28. **ENTIRE AGREEMENT:** This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.