

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

Tuesday, July 26, 2022, 3:00 p.m.

GIAA CONFERENCE ROOMS 1 & 2

1. CALL TO ORDER AND ATTENDANCE

The July 26 regular 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 Vice and Acting Chairman Sobti at 3:07 p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Gurvinder Sobti
Lucy M. Alcorn (Via VTC)
Doyon A. Morato (Via VTC)
Rosie R. Tainatongo (Via VTC)
Jesse G. Garcia

Offices or positions:

Vice and Acting Chairman

Directors Absent:

Brian J. Bamba
Donald I. Weakley

Chairman
Board Secretary

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Juan S.A. Reyes, A.C.E.
Antionette Bautista
Raymond Mantanona
Raymond Quintanilla
Ken Mc Donald
Ken Quenga
Joseph Javellana
Rufo Lujan Jr. (Via VTC)

Executive Manager
Deputy Executive Manager
Airport Services Manager
Air Terminal Manager
Comptroller, Acting
Chief, Aircraft Rescue Fire Fighting (ARFF)
Operations Superintendent
Properties & Facilities Superintendent
Airport Police
Property Management Office
Management Analyst

William Brennan (Via VTC)
Janalynn Damian (VIA VTC)
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
Calvo Fisher & Jacob, LLP
TMG, GIAA Consultant

Vice and Acting Chairman Sobti welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

On motion duly made by Director Alcorn, seconded by Director Tainatongo, the following resolution was unanimously passed via roll call vote:

Resolution No. 22-44

The Board hereby approves the agenda of the July 26, 2022 regular meeting, as presented.

3. APPROVAL OF MINUTES

A. June 30, 2022 - Regular Meeting

On motion duly made by Director Alcorn, seconded by Director Tainatongo, the following resolution was unanimously passed via roll call vote:

Resolution No. 22-45

The Board hereby approves the minutes of the June 30, 2022 regular meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

A. COVID 19 Rent Relief Discussion

Deputy Executive Manager Hernandez presented a COVID-19 rent relief request for MAG concessionaires (Tenants) for the Board's consideration. The Deputy Executive Manager provided brief background relative to rent relief offered to MAG concessionaires. At the December 16, 2021 Regular Board meeting, the Board approved concession MAG tenant relief for the period of October 1, 2021 through December 31, 2021. Since then, Management has continued working closely with MAG tenants, and would like to recommend further rent relief assistance, by extending the same terms, as follows:

- During the relief period, in lieu of MAG, Tenants shall pay the greater of:
(i) percentage of gross sales or (ii) main terminal rent based on space occupied at the airport tariff rate, or (iii) percentage of Monthly MAG as noted below:

SAMPLE

October 2021 – December 2021

1,263,333.33

$$\begin{array}{r} \times \quad 31.18\% \\ \hline 393,907.33 \end{array}$$

- The relief period is effective January 1, 2022 through June 30, 2022.
- For this relief period, Tenants will at the minimum remit monthly payments based on percentage of gross sales. Tenants may elect to *defer* the difference of percentage of gross sales to percentage of Monthly MAG with any such deferred amounts being due and payable on or before September 1, 2022, or sooner upon 30 days written demand by GIAA.
- No late fees or interest under this rent relief period will be assessed for any portion of the deferred rent portion of payments made on or before September 1, 2022, or sooner upon 30 days written demand notice by GIAA.

The Deputy Executive Manager advised that Management further requests that the Board authorize Management to discuss with MAG Tenants a deferral of any amounts not paid under said reduced MAG, and any deferred amounts discussed with Management shall still be payable on or before September 1, 2022.

After further discussion, on motion duly made by Director Garcia, seconded by Director Morato, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-46

The Board hereby approves the extension of Rent Relief to MAG Concessionaires for the months of January 1, 2022 through June 30, 2022, and further authorizes Management to discuss with MAG Concessionaires a deferral of the difference of percentage gross sales of monthly MAG, payable on or before September 1, 2022, as presented by Management.

6. NEW BUSINESS

A. GIAA General Revenue Bonds, 2023 Series A (AMT)

The next item discussed by the Board was a Board resolution relative to Determining To Issue And Sell General Revenue Bonds To Refund Certain Outstanding General Revenue Bonds, And Approving And Authorizing Related Documents, Agreements And Actions. Deputy Executive Manager Hernandez presented the resolution, and briefly explained each attached document, to include: Sixth Supplemental Indenture, Forward Delivery Bond Purchase Contract, Escrow Agreement and Preliminary Official Statement. The referenced resolution identifies Authorized Officers, such Officers are authorized to execute and deliver any and all documents. Pricing is scheduled for mid-August 2022.

Ms. Janalynn Damian, Calvo Fisher & Jacob added that under GIAA's enabling statute, legislative approval is required, along with GEDA Board approval. Legislative approval was obtained in 2021, while GEDA Board approval is anticipated for July 28, 2022, which will complete the approval process, followed by the Governor signing off on GIAA's Board resolution.

Deputy Executive Manager Hernandez announced that presentations were made to rating agency Moody's in terms of financial performance and to affirm GIAA's credit rating. Management is hoping for favorable results. The Manager further added that Management is seeking the adoption of the Board Resolution Determining To Issue And Sell General Revenue Bonds To Refund Certain Outstanding General Revenue Bonds, And Approving And Authorizing Related Documents, Agreements And Actions, as presented by Management.

Director Morato thanked Management and GIAA Legal Team for all of their hard work.

After further discussion, on motion duly made by Director Morato, seconded by Director Alcorn, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-47

WHEREAS, pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended (the "Act"), the A.B. Won Pat International Airport Authority, Guam (the "Authority") is authorized to issue and sell revenue bonds for the purpose of providing money to be used for the cost of the acquisition, purchase, construction, reconstruction, improvement, betterment or extension of the Antonio B. Won Pat Guam International Air Terminal, together with related facilities or other airports and related facilities (as more particularly described in the Act, the "Airport"), and for the purpose of refunding any bonds then outstanding under the Act, subject to the requirements and limitations set forth in the Act;

WHEREAS, Section 1208(a) of the Act and Section 50103(k) of Division 2 of Title 12 of the Guam Code Annotated additionally require the approval of the Legislature of Guam (the "Legislature") and the Guam Economic Development Authority ("GEDA") prior to the issuance of such bonds;

WHEREAS, the Authority entered into an indenture, dated as of September 1, 2003, as supplemented and amended (the "Indenture"), providing for the issuance of A.B. Won Pat International Airport Authority, Guam General Revenue Bonds (the "Bonds");

WHEREAS, on September 12, 2013, the Authority issued its \$14,620,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series A, \$33,675,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series B, and \$199,040,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C;

WHEREAS, on November 14, 2019, the Authority issued its \$18,645,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series A and \$18,400,000

A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series B (Taxable);

WHEREAS, on August 17, 2021, the Authority issued it \$143,430,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2021 Series A (Taxable);

WHEREAS, the Authority proposes to issue and sell one or more new series of Bonds under the Indenture (the "2023 Bonds"), on a tax-exempt or taxable basis, for the purpose of refunding all or a portion of the outstanding A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C (the "Prior Bonds") previously issued under the Indenture, and paying related costs of issuance and of such refunding;

WHEREAS, this Board of Directors (the "Board") has determined that it is in the best interests of the Authority to redeem, defease or otherwise retire such outstanding Prior Bonds, and that it is in the best interests of the Authority to issue the 2023 Bonds pursuant to the Act on a forward delivery basis for the purposes described in this resolution;

WHEREAS, the Legislature, by the enactment of Bill 429-35, signed into law by the Governor of Guam (the "Governor") as Public Law 35-137 on January 4, 2021 (the "Bond Act"), has provided its approval for the issuance of the 2023 Bonds, subject to the conditions and limitations set forth therein, and GEDA has been requested to provide its approval;

WHEREAS, this Board desires to approve the issuance and sale of the 2023 Bonds, and certain documents and instruments in connection with the 2023 Bonds, and to authorize the appropriate officers and employees of the Authority to determine the terms of the 2023 Bonds to be issued and to proceed with arrangements for the sale of the 2023 Bonds and the refunding of the Prior Bonds; and

WHEREAS, there have been presented to this Board proposed substantially final forms of certain documents pursuant to which the 2023 Bonds are proposed to be issued and sold and pursuant to which the Prior Bonds are to be refunded or defeased;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the A.B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The form of Sixth Supplemental Indenture (the "Supplemental Indenture"), among the Authority, Bank of Guam, as Trustee (the "Trustee") and U.S. Bank Trust Company, National Association, as Co-Trustee (the "Co-Trustee"), supplementing the Indenture and providing for the issuance of the 2023 Bonds, presented to this meeting in substantially final form, is hereby approved, with such additions, changes and modifications as the Chairman of this Board, the Executive Manager of the Authority or members of the Authority staff designated in writing by said Chairman or Executive Manager (said Chairman, Executive Manager and designated staff, whether acting individually or collectively, are referred to herein as "Authorized Officers") may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Supplemental Indenture executed by

the Authorized Officers, who are hereby authorized and directed to execute the same. The final Supplemental Indenture shall specify the denomination or denominations and series designations in which the 2023 Bonds shall be issued.

Section 2. The form of Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the Authority and Digital Assurance Certification, LLC, or such other dissemination agent as may be named therein, presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Continuing Disclosure Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 3. The form of Forward Delivery Bond Purchase Contract (the "Forward Delivery Bond Purchase Contract") to be executed by the Authority, GEDA and Barclays Capital Inc., as representative of the underwriters of the 2023 Bonds named therein (the "Underwriters"), presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Forward Delivery Bond Purchase Contract executed by the Authorized Officers, who are hereby authorized and directed to execute the same. The Forward Delivery Bond Purchase Contract shall specify the aggregate principal amount of 2023 Bonds to be issued, the number of series of such 2023 Bonds, the maturity or maturities (which shall not extend beyond October 1, 2043) and the fixed interest rate or rates of the 2023 Bonds and the price or prices at which the 2023 Bonds are sold.

Section 4. The form of Escrow Agreement (the "Escrow Agreement") between the Authority and the escrow agent named therein presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Escrow Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 5. The form of preliminary official statement (the "Preliminary Official Statement") presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the execution of a certificate deeming final the Preliminary Official Statement for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission by the Authorized Officers. Each of the Authorized Officers is hereby authorized to execute and deliver such certificate, to authorize the Underwriters to distribute such Preliminary Official Statement to potential purchasers of the 2023 Bonds and other interested parties, and to execute and cause to be delivered a final official statement (the "Official Statement") to purchasers of the 2023 Bonds and other interested parties, in substantially the form of the Preliminary Official Statement but with such additions, changes and modifications from the Preliminary Official Statement as the Authorized

Officers may approve upon consultation with staff and legal counsel, such approval to be conclusively evidenced by the execution and delivery of such final Official Statement by one or more of the Authorized Officers. The Underwriters are hereby authorized to cause the Official Statement to be delivered to the purchasers of the 2023 Bonds and to be distributed in preliminary form in connection with the marketing and sale of the 2023 Bonds.

In connection with such 2023 Bonds, the preparation and distribution of an update to the Official Statement (the "Updated Disclosure Document"), containing updated information in substantially the form presented in the Preliminary Official Statement and the Official Statement, which may include a description of such terms and conditions as are applicable to such Series 2023 Bonds issued on a forward delivery basis, to be executed and delivered by one or more of the Authorized Officers, is hereby approved.

Section 6. The sale, issuance and delivery of the 2023 Bonds, pursuant to the Bond Act and the Indenture, as supplemented by the Supplemental Indenture, in one or more series, which may be taxable or tax-exempt, and in an aggregate principal amount not to exceed the amount authorized by the Bond Act, is hereby approved. Notwithstanding any other provision of this resolution, the 2023 Bonds and all obligations of the Authority under the Indenture as supplemented shall be limited obligations payable solely from the revenues and other assets of the Authority available for such purpose and shall not be a debt or liability of the Government of Guam.

Section 7. The Authorized Officers of the Authority are hereby authorized and directed to do any and all things and to execute and deliver any and all certificates, agreements and documents which they may deem necessary or advisable in order to effectuate the purposes of this resolution. Such actions may include, but are not limited to, the distribution of information and material relating to the Authority and the 2023 Bonds and the execution and delivery of a letter of representations regarding book-entry provisions to The Depository Trust Company, the publication of any notices and consummation of any proceedings necessary to comply with the Act, the Bond Act and the Internal Revenue Code of 1986 (the "Code"), including requirements of the Tax Equity and Fiscal Responsibility Act of 1982, and any reports required to be prepared and delivered by or in coordination with GEDA or the Authority pursuant to the Bond Act, execution of any agreements, amendments, terminations, notices, consents or directions in connection with the refunding of the Prior Bonds or the investment of any funds on deposit under the Indenture, and the execution and delivery of any tax certificate or other closing certificates or amendments to be delivered in connection with the issuance, sale and delivery of the 2023 Bonds and the refunding of the Prior Bonds. The Authorized Officers are hereby expressly authorized to arrange for such bond insurance, reserve fund surety bond or other supplemental security arrangements for all or such portion of the 2023 Bonds as they may deem in the public interest, and to enter into any other agreements or amendments deemed by them to be necessary or appropriate in connection therewith.

Section 8. All actions heretofore taken by the officers, representatives or agents of the Authority in connection with the issuance and sale of the 2023 Bonds are hereby ratified, confirmed and approved.

Section 9. This resolution shall take effect from and after its adoption and upon the approval by the Governor of this resolution in writing as required by Section 1208(a) of the Act.

B. Approval of Legal Services Invoice No. 80177 (CFJ)

The next item discussed was an invoice from Calvo Fisher & Jacob, LLP (CFJ) relative to legal services fees incurred in May 2022. Deputy Executive Manager Hernandez presented an invoice from CFJ for general legal services relating to DFS Guam L.P. Arbitration Claim in the amount of \$61,204.57. Due to referenced services exceeding CFJ's monthly cap of \$10,000.00, Board action is required to authorize the additional amount of \$51,204.57 above the cap.

After further discussion, on motion duly made by Director Alcorn, seconded by Director Garcia, the following resolution was unanimously approved via roll call vote:

Resolution No. 22-48

The Board hereby authorizes the Authority to issue payment to Calvo Fisher & Jacob, LLP for legal fees incurred in May 2022 pertaining to DFS Guam L.P. Arbitration Claim that exceed the monthly cap of \$10,000.00, in the amount of \$51,204.57, for a total invoice amount of \$61,204.57.

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory updates.

8. REPORT OF THE COMPTROLLER

Ms. Antoniette Bautista, Acting Comptroller reported on the revenues and expenses of the Authority as of **June 30, 2022**. Ms. Bautista reported that year-to-date Total Signatory Revenues are below budgeted revenues by **61.5%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **23.4%** and **71.9%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are above the budget estimate by **111.2%**. Year-to-date Total Operating Revenues Actual of **\$40.5M** is **9.4%** below the budget estimate of **\$44.7M**. Year-to-date Total Operating Expenses are below budget by **20.4%**. Components of this line item include a **11.3%** decrease in Personnel Services, a **24.3%** decrease in Contractual Services, a **52.2%** decrease in Materials & Supplies, and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$11.6M** reflects an increase of **38.0%** over the

year-to-date budgeted amount of **\$8.4M**. Ms. Bautista reported that the year-to-date Debt Service Coverage is at **3.48** versus the requirement of **1.25**.

Discussion followed relative to current signatory revenues verses FY2019, pre COVID-19.

9. EXECUTIVE SESSION

Executive Manager Quinata announced there would be no Executive Session.

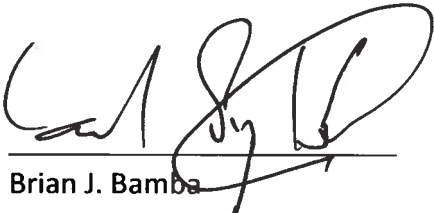
10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT

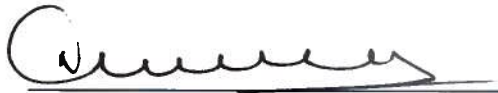
Motion to adjourn duly made by Director Alcorn, seconded by Acting and Vice Chairman Sobti; motion unanimously passed. The meeting was adjourned at 3:45 p.m.

Dated this 30th, day of August, 2022.




Brian J. Bamba
Chairman

Attest:



Donald I. Weakley
Board Secretary

Prepared and Submitted By:



Amanda O'Brien
Corresponding Secretary

BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RESOLUTION NO. 22-47

RESOLUTION DETERMINING TO ISSUE AND SELL
GENERAL REVENUE BONDS TO REFUND CERTAIN
OUTSTANDING GENERAL REVENUE BONDS, AND
APPROVING AND AUTHORIZING RELATED DOCUMENTS,
AGREEMENTS AND ACTIONS

WHEREAS, pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended (the "Act"), the A.B. Won Pat International Airport Authority, Guam (the "Authority") is authorized to issue and sell revenue bonds for the purpose of providing money to be used for the cost of the acquisition, purchase, construction, reconstruction, improvement, betterment or extension of the Antonio B. Won Pat Guam International Air Terminal, together with related facilities or other airports and related facilities (as more particularly described in the Act, the "Airport"), and for the purpose of refunding any bonds then outstanding under the Act, subject to the requirements and limitations set forth in the Act;

WHEREAS, Section 1208(a) of the Act and Section 50103(k) of Division 2 of Title 12 of the Guam Code Annotated additionally require the approval of the Legislature of Guam (the "Legislature") and the Guam Economic Development Authority ("GEDA") prior to the issuance of such bonds;

WHEREAS, the Authority entered into an indenture, dated as of September 1, 2003, as supplemented and amended (the "Indenture"), providing for the issuance of A.B. Won Pat International Airport Authority, Guam General Revenue Bonds (the "Bonds");

WHEREAS, on September 12, 2013, the Authority issued its \$14,620,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series A, \$33,675,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series B, and \$199,040,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C;

WHEREAS, on November 14, 2019, the Authority issued its \$18,645,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series A and \$18,400,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series B (Taxable);

WHEREAS, on August 17, 2021, the Authority issued its \$143,430,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2021 Series A (Taxable);

WHEREAS, the Authority proposes to issue and sell one or more new series of Bonds under the Indenture (the "2023 Bonds"), on a tax-exempt or taxable basis, for the purpose of refunding all or a portion of the outstanding A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C (the "Prior Bonds") previously issued under the Indenture, and paying related costs of issuance and of such refunding;

WHEREAS, this Board of Directors (the “Board”) has determined that it is in the best interests of the Authority to redeem, defease or otherwise retire such outstanding Prior Bonds, and that it is in the best interests of the Authority to issue the 2023 Bonds pursuant to the Act on a forward delivery basis for the purposes described in this resolution;

WHEREAS, the Legislature, by the enactment of Bill 429-35, signed into law by the Governor of Guam (the “Governor”) as Public Law 35-137 on January 4, 2021 (the “Bond Act”), has provided its approval for the issuance of the 2023 Bonds, subject to the conditions and limitations set forth therein, and GEDA has been requested to provide its approval;

WHEREAS, this Board desires to approve the issuance and sale of the 2023 Bonds, and certain documents and instruments in connection with the 2023 Bonds, and to authorize the appropriate officers and employees of the Authority to determine the terms of the 2023 Bonds to be issued and to proceed with arrangements for the sale of the 2023 Bonds and the refunding of the Prior Bonds; and

WHEREAS, there have been presented to this Board proposed substantially final forms of certain documents pursuant to which the 2023 Bonds are proposed to be issued and sold and pursuant to which the Prior Bonds are to be refunded or defeased;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the A.B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The form of Sixth Supplemental Indenture (the “Supplemental Indenture”), among the Authority, Bank of Guam, as Trustee (the “Trustee”) and U.S. Bank Trust Company, National Association, as Co-Trustee (the “Co-Trustee”), supplementing the Indenture and providing for the issuance of the 2023 Bonds, presented to this meeting in substantially final form, is hereby approved, with such additions, changes and modifications as the Chairman of this Board, the Executive Manager of the Authority or members of the Authority staff designated in writing by said Chairman or Executive Manager (said Chairman, Executive Manager and designated staff, whether acting individually or collectively, are referred to herein as “Authorized Officers”) may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Supplemental Indenture executed by the Authorized Officers, who are hereby authorized and directed to execute the same. The final Supplemental Indenture shall specify the denomination or denominations and series designations in which the 2023 Bonds shall be issued.

Section 2. The form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) between the Authority and Digital Assurance Certification, LLC, or such other dissemination agent as may be named therein, presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Continuing Disclosure Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 3. The form of Forward Delivery Bond Purchase Contract (the “Forward Delivery Bond Purchase Contract”) to be executed by the Authority, GEDA and

Barclays Capital Inc., as representative of the underwriters of the 2023 Bonds named therein (the “Underwriters”), presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Forward Delivery Bond Purchase Contract executed by the Authorized Officers, who are hereby authorized and directed to execute the same. The Forward Delivery Bond Purchase Contract shall specify the aggregate principal amount of 2023 Bonds to be issued, the number of series of such 2023 Bonds, the maturity or maturities (which shall not extend beyond October 1, 2043) and the fixed interest rate or rates of the 2023 Bonds and the price or prices at which the 2023 Bonds are sold.

Section 4. The form of Escrow Agreement (the “Escrow Agreement”) between the Authority and the escrow agent named therein presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Escrow Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 5. The form of preliminary official statement (the “Preliminary Official Statement”) presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the execution of a certificate deeming final the Preliminary Official Statement for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission by the Authorized Officers. Each of the Authorized Officers is hereby authorized to execute and deliver such certificate, to authorize the Underwriters to distribute such Preliminary Official Statement to potential purchasers of the 2023 Bonds and other interested parties, and to execute and cause to be delivered a final official statement (the “Official Statement”) to purchasers of the 2023 Bonds and other interested parties, in substantially the form of the Preliminary Official Statement but with such additions, changes and modifications from the Preliminary Official Statement as the Authorized Officers may approve upon consultation with staff and legal counsel, such approval to be conclusively evidenced by the execution and delivery of such final Official Statement by one or more of the Authorized Officers. The Underwriters are hereby authorized to cause the Official Statement to be delivered to the purchasers of the 2023 Bonds and to be distributed in preliminary form in connection with the marketing and sale of the 2023 Bonds.

In connection with such 2023 Bonds, the preparation and distribution of an update to the Official Statement (the “Updated Disclosure Document”), containing updated information in substantially the form presented in the Preliminary Official Statement and the Official Statement, which may include a description of such terms and conditions as are applicable to such Series 2023 Bonds issued on a forward delivery basis, to be executed and delivered by one or more of the Authorized Officers, is hereby approved.

Section 6. The sale, issuance and delivery of the 2023 Bonds, pursuant to the Bond Act and the Indenture, as supplemented by the Supplemental Indenture, in one or more series, which may be taxable or tax-exempt, and in an aggregate principal amount not to exceed the amount authorized by the Bond Act, is hereby approved. Notwithstanding any other

provision of this resolution, the 2023 Bonds and all obligations of the Authority under the Indenture as supplemented shall be limited obligations payable solely from the revenues and other assets of the Authority available for such purpose and shall not be a debt or liability of the Government of Guam.

Section 7. The Authorized Officers of the Authority are hereby authorized and directed to do any and all things and to execute and deliver any and all certificates, agreements and documents which they may deem necessary or advisable in order to effectuate the purposes of this resolution. Such actions may include, but are not limited to, the distribution of information and material relating to the Authority and the 2023 Bonds and the execution and delivery of a letter of representations regarding book-entry provisions to The Depository Trust Company, the publication of any notices and consummation of any proceedings necessary to comply with the Act, the Bond Act and the Internal Revenue Code of 1986 (the "Code"), including requirements of the Tax Equity and Fiscal Responsibility Act of 1982, and any reports required to be prepared and delivered by or in coordination with GEDA or the Authority pursuant to the Bond Act, execution of any agreements, amendments, terminations, notices, consents or directions in connection with the refunding of the Prior Bonds or the investment of any funds on deposit under the Indenture, and the execution and delivery of any tax certificate or other closing certificates or amendments to be delivered in connection with the issuance, sale and delivery of the 2023 Bonds and the refunding of the Prior Bonds. The Authorized Officers are hereby expressly authorized to arrange for such bond insurance, reserve fund surety bond or other supplemental security arrangements for all or such portion of the 2023 Bonds as they may deem in the public interest, and to enter into any other agreements or amendments deemed by them to be necessary or appropriate in connection therewith.

Section 8. All actions heretofore taken by the officers, representatives or agents of the Authority in connection with the issuance and sale of the 2023 Bonds are hereby ratified, confirmed and approved.

Section 9. This resolution shall take effect from and after its adoption and upon the approval by the Governor of this resolution in writing as required by Section 1208(a) of the Act.

CERTIFICATE

I, Gurminder Sobti, Acting Chairman of the A.B. Won Pat International Airport Authority, Guam, hereby certify as follows:

The foregoing is a full, true and correct copy of Resolution No. 22-47 duly adopted at a regular meeting of the members of the Board of Directors of said Authority duly and legally held at the regular meeting place thereof on July 26, 2022, of which meeting all of said members had due notice and at which at least a majority thereof were present;

At said meeting said resolution was adopted by the following vote:

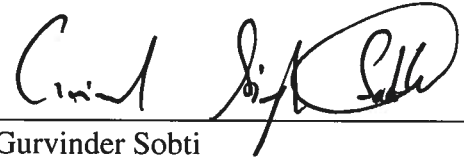
Ayes: 5

Noes: 0

Absent: 2

Said original resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.


Dated: July 26, 2022

A handwritten signature in black ink, appearing to read 'Gurminder Sobti', is written over a horizontal line.

Gurminder Sobti
Acting Chairman of the Board of
Directors

The foregoing Resolution is hereby APPROVED for purposes of Section 1208(a) of Chapter 1 of Title 12 of the Guam Code Annotated.

Dated: 8 | 2, 2022



LOURDES A. LEON GUERRERO
Governor of Guam

BOARD OF DIRECTORS REGULAR MEETING

3:00 p.m., Tuesday, July 26, 2022

GIAA CONFERENCE ROOMS 1 & 2

Videoconference and Live Streamed via: <https://www.guamairport.com> or
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

Public Notice

First Notice:

Pacific Daily News – July 15, 2022

Notice to Media – July 15, 2022

Second Notice:

Pacific Daily News – July 20, 2022

Notice to Media – July 20, 2022

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. June 30, 2022 Regular Meeting
4. Correspondence - None
5. Old Business
 - A. COVID 19 Rent Relief Discussion
6. New Business
 - A. GIAA General Revenue Bonds, 2023 Series A (AMT)
 - B. Approval of Legal Services Invoice No. 80177 (CFJ)
7. Report of Executive Manager
8. Report of the Comptroller
9. Executive Session - None
10. Public Comments
11. Adjournment



A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

Board of Directors Regular Meeting

3:00 p.m., Tuesday, July 26, 2022

GIAA Terminal Conference Rooms 1 & 2

SIGN-IN SHEET

	<u>PRINT NAME</u>	<u>COMPANY/AGENCY</u>	<u>CONTACT NO./EMAIL</u>
1.	VICTOR J. CRUZ	GIAA	642-4438
2.	Polina Fausole	GIAA	642-4645
3.	Raymond Martena	ARFF	475-5150/63
4.	Lethia Law-Byrd	Lotte DF	671-642-0228
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Docomo sponsors Saipan fishing tournament



COURTESY OF DOCOMO PACIFIC

Docomo Pacific was announced as a sponsor for the 38th Annual Saipan International Fishing Tournament. From left: Pauline Johnson, Docomo Pacific general manager; Mira Schular, Saipan Fishermen's Association secretary; Schott Schular, SFA vice president; Curtis Dancoe, SFA solicitation chair; Tony Scragg, SFA president; Floyd Masga, SFA social media coordinator; and Brent Deleon Guerrero, Docomo Pacific brand manager of the CNMI.

Mariana Islands in the statement. "The SFA continues to provide this cultural platform for fishing traditions and skills to be passed down from generation to generation. We are proud to be a part of this journey and their legacy, together."

Docomo Pacific will be providing its resources for competitors. Those resources will include monetary donations and shirts for each competitor, according to the release.

Pacific Daily News

Docomo Pacific was announced as a sponsor for the 38th Annual Saipan International Fishing Tournament, the largest international fishing derby in the Marianas.

The Saipan Fishermen's

Association is proudly hosting the event, which takes place on July 16, according to a release from the telecom company. The event also takes the opportunity to showcase local fishermen and thank them for their community contributions.

"For over a decade, Docomo Pacific has supported the Saipan International Fishing tournament," said Brent Deleon Guerrero, Docomo Pacific brand manager of Commonwealth of the Northern

REGULAR MONTHLY BOARD MEETING

Tuesday, July 26, 2022 at 3:00 PM in Terminal Conference Rooms 1 & 2 and by Videoconference and Live Streamed via GIAA website: www.guamairport.com or <https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

AGENDA

1. Call to Order and Attendance
2. Approval of Agenda
3. Approval of Minutes
 - A. June 30, 2022 Regular Meeting
4. Correspondence - None
5. Old Business
 - A. COVID 19 Rent Relief Discussion
6. New Business
 - A. GIAA General Revenue Bonds, 2023 Series A (AMT)
 - B. Approval of Legal Services Invoice No. 80177 (CFJ)
7. Report of Executive Manager
8. Report of the Comptroller
9. Executive Session - None
10. Public Comments
11. Adjournment

Parking is available in the Public Parking Lot. Call the Board Office at 642-4717/18 for special accommodations. This ad is paid for by GIAA.

Blue Jays fire Montoyo as manager

TORONTO (AP) — The Toronto Blue Jays fired manager Charlie Montoyo on Wednesday and promoted bench coach John Schneider to interim manager for the remainder of the season.

General manager Ross Atkins made the move even with the Blue Jays at 46-42 this season. They held the AL's final wild-card slot when the day began but were in fourth place in the AL East.

Triple-A manager Casey Candaele was named interim bench coach.

"I truly wanted this to work with Charlie and wasn't able to make that happen," general manager Ross Atkins said before the

Blue Jays hosted Philadelphia. "I'm extremely disappointed in where we are. I think we're better than how we've played."

Toronto beat the Phillies 4-3 on Tuesday to snap a four-game losing streak.

"Us as players know things could be better, things have to be better," Blue Jays outfielder George Springer said. "We understand what we all can do. It hasn't really shown yet. I think that's the frustrating part."

Atkins said the decision to fire Montoyo was made in the past 24 hours.

"It got to the point where it felt as though there were a lot of good individual things happening and we



need to be playing better as a team," Atkins said

The Blue Jays are 3-9 in July. They went 1-6 on a road trip against Oakland, which has the worst record in the majors, and Seattle that ended Sunday with a four-game sweep against the Mariners.

"I think we're just not playing to our potential,"

AP PHOTO
Now-former Toronto Blue Jays manager Charlie Montoyo walks with a trainer after Bradley Zimmer was hit by a pitch during the seventh inning of the team's baseball game against the Seattle Mariners July 7, 2022, in Seattle.

Atkins said. "I see some small opportunities to help that, and this was one of them."

Montoyo became the third manager to lose his job this season. The Los Angeles Angels replaced Joe Maddon with Phil Nevin on June 7, four days after Philadelphia fired Joe Girardi in favor of Rob Thomson, who managed against Schneider Wednesday.

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**REGULAR
 MONTHLY
 BOARD MEETING**
 Tuesday, July 26, 2022 at
 3:00 PM in Terminal
 Conference Rooms 1 & 2 and
 by Videoconference and Live
 Streamed via GIAA website:
www.guamairport.com or
<https://www.guamairport.com/corporate/about-our-airport/board-of-directors/airport-board-meeting>

- AGENDA**
1. Call to Order and Attendance
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 8. Report of the Comptroller
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 10. Public Comments
 11. Adjournment
- Parking is available in the Public Parking Lot. Call the Board Office at 642-4717/18 for special accommodations. This ad is paid for by GIAA.

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GUAM ETHICS COMMISSION
Kumisión i Ginihan Areklamenton Guåhan
NOTICE OF VIRTUAL PUBLIC HEARING

Pursuant to 5 GCA § 9301, all agencies of the government of Guam are required to publish a notice of public hearing on the adoption, promulgation, repeal, rescission, or amendment of rules. The Guam Ethics Commission (GEThC) will be accepting public comments on the promulgation of proposed rules and regulations governing the administration of the Guam Ethics Commission relating to standards of conduct under 4 GCA Chapter 15.

DATE: Friday, July 29, 2022
TIME: 8:00 A.M.
PLACE: via Zoom Conference Platform
 Zoom Meeting ID: 886 7828 8059
 Passcode: guamethics

Individuals wishing to provide comments may contact the GEThC at (671) 969-5625 or via email at ethics@dma.guam.gov. Copies of the proposed rules and regulations are available for inspection at the Guam Ethics Commission, 134 West Soledad Avenue, Suite 406, Bank of Hawaii Bldg., Hagåtña, Guam 96910 and on the GEThC's website at www.guamethics.com.

For special accommodations or other assistance, please call the Guam Ethics Commission at (671) 969-5625.

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Job Description: ability to hold long poses and be comfortable with a large variety of poses; willingness to work with the professor in class to provide special environments. **Beginning August 17, 2022 and Ending December 16, 2022** for AR303 Life Drawing course for the Fañucháan (Fall) 2022 semester. Salary: \$25.00 per hour (6 hours weekly).

To download application, please go to https://www.uog.edu/_resources/files/hro/UOG-Employment-Application_4.27.20.pdf. Please submit your application to: CMFA Division, EC Bldg. 1st floor, Rm. 111, 9:00am to 4:00pm, Monday to Friday except for weekends and holidays. **Deadline for Application: July 29, 2022.** Please contact Ms. Jeannette Jose, AA at: josejp@triton.uog.edu or call 671-735-2700 for more info regarding requirements and qualifications.

The University of Guam is an Equal Opportunity Employer and Provider and complies with the Americans with Disabilities Act. Assistance in EEO/ADA matters and inquiries concerning the application, please contact University's Director, EEO and TITLE IX/ADA Coordinator at: eeo-ada@triton.uog.edu; Phone: 671-735-2971; Fax: 671-734-0430; TTY: 671-735-2243.

JAMES SELLMANN
 Dean, College of Liberal Arts and Social Sciences
 This Ad is paid for by University of Guam Funds.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM**

Thursday, June 30, 2022, 3:00 p.m.

GIAA CONFERENCE ROOMS 1 & 2

1. CALL TO ORDER AND ATTENDANCE

The June 30 regular 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 Bamba at 3:01p.m. at the GIAA Terminal Conference Room #3, 355 Chalan Pasaheru, Tamuning, Guam, 96913.

Directors Present:

Brian J. Bamba (Via VTC)
Gurvinder Sobti (Via VTC)
Donald I. Weakley
Lucy M. Alcorn (Via VTC)
Doyon A. Morato (Via VTC)
Rosie R. Tainatongo (Via VTC)
Jesse G. Garcia

Offices or positions:

Chairman
Vice Chairman
Board Secretary

Directors Absent:

None

GIAA Officials:

John M. Quinata
Artemio R. Hernandez, Ph.D.
Jean M. Arriola
Antoniette Bautista
Vince Naputi
Raymond Mantanona
Victor Cruz
Raymond Quintanilla
Ken Mc Donald
Vanessa Pangindian
Anthony Quidachay
Elfrie Koshiba (Via VTC)
Rufo Lujan Jr. (Via VTC)

Executive Manager
Deputy Executive Manager
Airport Services Manager
Comptroller, Acting
Chief, Airport Police
Chief, Aircraft Rescue Fire Fighting (ARFF)
Engineering Supervisor
Operations Superintendent
Properties & Facilities Superintendent
Property Management Office
Safety Office
Airport Marketing
Management Analyst

William Brennan (Via VTC)
Frank R. Santos

Arriola Law Firm, GIAA Legal Counsel
TMG, GIAA Consultant

Chairman Bamba welcomed Airport tenants, stakeholders, and members of the public who are noted in a sign-in sheet attached to these minutes.

2. APPROVAL OF AGENDA

On motion duly made by Secretary Weakley, seconded by Director Tainatongo, the following resolution was unanimously passed via roll call vote:

Resolution No. 22-42

The Board hereby approves the agenda of the June 30, 2022 regular meeting, as presented.

3. APPROVAL OF MINUTES

A. May 26, 2022 - Regular Meeting

On motion duly made by Secretary Weakley, seconded by Vice Chairman Sobti, the following resolution was unanimously passed via roll call vote:

Resolution No. 22-43

The Board hereby approves the minutes of the May 26, 2022 regular meeting, subject to corrections.

4. CORRESPONDENCE

Executive Manager Quinata advised there was no Correspondence to report.

5. OLD BUSINESS

Executive Manager Quinata advised there was no Old Business to present.

6. NEW BUSINESS

Executive Manager Quinata advised there was no New Business to present.

7. REPORT OF THE EXECUTIVE MANAGER

Reference is made to the Executive Manager's Report included as part of the Board's packet, which was presented by Executive Manager Quinata. The report included brief updates on Airport operations, CIPs and Regulatory matters.

Chairman Bamba inquired on the pre-pandemic flight operation numbers, and asked that Management provide a comparison.

Chairman Bamba inquired on the protocols for residents returning to Korea. Executive Manager Quinata informed the Board that currently travelers only require a negative antigen test to enter Korea. Discussion followed relative to free testing sites for residents returning to countries that require testing to enter.

Chairman Bamba congratulated Chief Vince Naputi and the Airport Police recruits on the successful completion of the 12th Law Enforcement Trainee Cycle, as well as the many recent promotions throughout the Airport.

8. REPORT OF THE COMPTROLLER

Ms. Antoniette Bautista, Acting Comptroller reported on the revenues and expenses of the Authority as of **May 31, 2022**. Ms. Bautista reported that year-to-date Total Signatory Revenues are below budgeted revenues by **63.4%**, year-to-date Total Concession Revenues and Passenger Facility Charges are below budget by **26.4%** and **75.6%**, respectively. Year-to-date Total Other Revenues, inclusive of non-signatory and non-airline revenues are above the budget estimate by **128.8%**. Year-to-date Total Operating Revenues Actual of **\$36.7M** is **6.7%** below the budget estimate of **\$39.4M**. Year-to-date Total Operating Expenses are below budget by **16.9%**. Components of this line item include a **5.7%** decrease in Personnel Services, a **21.7%** decrease in Contractual Services, a **53.4%** decrease in Materials & Supplies, and a **100.0%** decrease in Equipment/Furnishings from budgeted amounts for these respective categories. The actual year-to-date Net Revenues from Operations of **\$10.6M** reflects a decrease of **33.6%** over the year-to-date budgeted amount of **\$7.9M**. Ms. Bautista reported that the year-to-date Debt Service Coverage is at **3.31** versus the requirement of **1.25**.

Chairman Bamba inquired on the recent flight activity and if these numbers are being reflected in the ongoing FY2023 Operating and Maintenance budget preparation. Ms. Bautista informed the Board that these numbers are being considered, along with enplanement numbers submitted by the airlines. Discussion followed, with a brief update on budget preparation and flight activity recovering from the Pandemic, the first draft of the budget will be provided to the Airlines early July in order to comply with the Signatory Airline Agreement.

Chairman Bamba at this time reminded Management that although revenue is increasing, to continue being mindful with regard to expenses in areas that the Airport is able to control, while still maintaining the safety and operations of the Airport.

Director Morato inquired if the Board will be seeing a draft of the FY2023 Operating and Maintenance budget. Deputy Executive Manager informed the Board that typically the Budget goes through a process with the Signatory Airlines, once that is complete it will be brought to the Board in August 2022 for the Boards approval. The Deputy advised the Board that if they would like to be included in the process, to advise Management. Discussion ensued relative to Airport tenants and recovery.

9. EXECUTIVE SESSION

Executive Manager Quinata announced there would be no Executive Session.

10. PUBLIC COMMENTS

There were no Public Comments.

11. ADJOURNMENT

Motion to adjourn duly made by Secretary Weakley, seconded by Director Alcorn; motion unanimously passed. The meeting was adjourned at 3:34 p.m.

Dated this _____, day of _____, 2022.

Attest:

Brian J. Bamba
Chairman

Donald I. Weakley
Board Secretary

Prepared and Submitted By:

Amanda O'Brien
Corresponding Secretary

BOARD OF DIRECTORS OF THE
A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

RESOLUTION NO. 22-47

RESOLUTION DETERMINING TO ISSUE AND SELL
GENERAL REVENUE BONDS TO REFUND CERTAIN
OUTSTANDING GENERAL REVENUE BONDS, AND
APPROVING AND AUTHORIZING RELATED DOCUMENTS,
AGREEMENTS AND ACTIONS

WHEREAS, pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended (the “Act”), the A.B. Won Pat International Airport Authority, Guam (the “Authority”) is authorized to issue and sell revenue bonds for the purpose of providing money to be used for the cost of the acquisition, purchase, construction, reconstruction, improvement, betterment or extension of the Antonio B. Won Pat Guam International Air Terminal, together with related facilities or other airports and related facilities (as more particularly described in the Act, the “Airport”), and for the purpose of refunding any bonds then outstanding under the Act, subject to the requirements and limitations set forth in the Act;

WHEREAS, Section 1208(a) of the Act and Section 50103(k) of Division 2 of Title 12 of the Guam Code Annotated additionally require the approval of the Legislature of Guam (the “Legislature”) and the Guam Economic Development Authority (“GEDA”) prior to the issuance of such bonds;

WHEREAS, the Authority entered into an indenture, dated as of September 1, 2003, as supplemented and amended (the “Indenture”), providing for the issuance of A.B. Won Pat International Airport Authority, Guam General Revenue Bonds (the “Bonds”);

WHEREAS, on September 12, 2013, the Authority issued its \$14,620,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series A, \$33,675,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series B, and \$199,040,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C;

WHEREAS, on November 14, 2019, the Authority issued its \$18,645,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series A and \$18,400,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2019 Series B (Taxable);

WHEREAS, on August 17, 2021, the Authority issued its \$143,430,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2021 Series A (Taxable);

WHEREAS, the Authority proposes to issue and sell one or more new series of Bonds under the Indenture (the “2023 Bonds”), on a tax-exempt or taxable basis, for the purpose of refunding all or a portion of the outstanding A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C (the “Prior Bonds”) previously issued under the Indenture, and paying related costs of issuance and of such refunding;

WHEREAS, this Board of Directors (the “Board”) has determined that it is in the best interests of the Authority to redeem, defease or otherwise retire such outstanding Prior Bonds, and that it is in the best interests of the Authority to issue the 2023 Bonds pursuant to the Act on a forward delivery basis for the purposes described in this resolution;

WHEREAS, the Legislature, by the enactment of Bill 429-35, signed into law by the Governor of Guam (the “Governor”) as Public Law 35-137 on January 4, 2021 (the “Bond Act”), has provided its approval for the issuance of the 2023 Bonds, subject to the conditions and limitations set forth therein, and GEDA has been requested to provide its approval;

WHEREAS, this Board desires to approve the issuance and sale of the 2023 Bonds, and certain documents and instruments in connection with the 2023 Bonds, and to authorize the appropriate officers and employees of the Authority to determine the terms of the 2023 Bonds to be issued and to proceed with arrangements for the sale of the 2023 Bonds and the refunding of the Prior Bonds; and

WHEREAS, there have been presented to this Board proposed substantially final forms of certain documents pursuant to which the 2023 Bonds are proposed to be issued and sold and pursuant to which the Prior Bonds are to be refunded or defeased;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the A.B. Won Pat International Airport Authority, Guam, as follows:

Section 1. The form of Sixth Supplemental Indenture (the “Supplemental Indenture”), among the Authority, Bank of Guam, as Trustee (the “Trustee”) and U.S. Bank Trust Company, National Association, as Co-Trustee (the “Co-Trustee”), supplementing the Indenture and providing for the issuance of the 2023 Bonds, presented to this meeting in substantially final form, is hereby approved, with such additions, changes and modifications as the Chairman of this Board, the Executive Manager of the Authority or members of the Authority staff designated in writing by said Chairman or Executive Manager (said Chairman, Executive Manager and designated staff, whether acting individually or collectively, are referred to herein as “Authorized Officers”) may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Supplemental Indenture executed by the Authorized Officers, who are hereby authorized and directed to execute the same. The final Supplemental Indenture shall specify the denomination or denominations and series designations in which the 2023 Bonds shall be issued.

Section 2. The form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) between the Authority and Digital Assurance Certification, LLC, or such other dissemination agent as may be named therein, presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Continuing Disclosure Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 3. The form of Forward Delivery Bond Purchase Contract (the “Forward Delivery Bond Purchase Contract”) to be executed by the Authority, GEDA and

Barclays Capital Inc., as representative of the underwriters of the 2023 Bonds named therein (the “Underwriters”), presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Forward Delivery Bond Purchase Contract executed by the Authorized Officers, who are hereby authorized and directed to execute the same. The Forward Delivery Bond Purchase Contract shall specify the aggregate principal amount of 2023 Bonds to be issued, the number of series of such 2023 Bonds, the maturity or maturities (which shall not extend beyond October 1, 2043) and the fixed interest rate or rates of the 2023 Bonds and the price or prices at which the 2023 Bonds are sold.

Section 4. The form of Escrow Agreement (the “Escrow Agreement”) between the Authority and the escrow agent named therein presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the form of such Escrow Agreement executed by the Authorized Officers, who are hereby authorized and directed to execute the same.

Section 5. The form of preliminary official statement (the “Preliminary Official Statement”) presented to this meeting in substantially final form is hereby approved, with such additions, changes and modifications as the Authorized Officers may approve upon consultation with legal counsel, such approval to be conclusively evidenced by the execution of a certificate deeming final the Preliminary Official Statement for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission by the Authorized Officers. Each of the Authorized Officers is hereby authorized to execute and deliver such certificate, to authorize the Underwriters to distribute such Preliminary Official Statement to potential purchasers of the 2023 Bonds and other interested parties, and to execute and cause to be delivered a final official statement (the “Official Statement”) to purchasers of the 2023 Bonds and other interested parties, in substantially the form of the Preliminary Official Statement but with such additions, changes and modifications from the Preliminary Official Statement as the Authorized Officers may approve upon consultation with staff and legal counsel, such approval to be conclusively evidenced by the execution and delivery of such final Official Statement by one or more of the Authorized Officers. The Underwriters are hereby authorized to cause the Official Statement to be delivered to the purchasers of the 2023 Bonds and to be distributed in preliminary form in connection with the marketing and sale of the 2023 Bonds.

In connection with such 2023 Bonds, the preparation and distribution of an update to the Official Statement (the “Updated Disclosure Document”), containing updated information in substantially the form presented in the Preliminary Official Statement and the Official Statement, which may include a description of such terms and conditions as are applicable to such Series 2023 Bonds issued on a forward delivery basis, to be executed and delivered by one or more of the Authorized Officers, is hereby approved.

Section 6. The sale, issuance and delivery of the 2023 Bonds, pursuant to the Bond Act and the Indenture, as supplemented by the Supplemental Indenture, in one or more series, which may be taxable or tax-exempt, and in an aggregate principal amount not to exceed the amount authorized by the Bond Act, is hereby approved. Notwithstanding any other

provision of this resolution, the 2023 Bonds and all obligations of the Authority under the Indenture as supplemented shall be limited obligations payable solely from the revenues and other assets of the Authority available for such purpose and shall not be a debt or liability of the Government of Guam.

Section 7. The Authorized Officers of the Authority are hereby authorized and directed to do any and all things and to execute and deliver any and all certificates, agreements and documents which they may deem necessary or advisable in order to effectuate the purposes of this resolution. Such actions may include, but are not limited to, the distribution of information and material relating to the Authority and the 2023 Bonds and the execution and delivery of a letter of representations regarding book-entry provisions to The Depository Trust Company, the publication of any notices and consummation of any proceedings necessary to comply with the Act, the Bond Act and the Internal Revenue Code of 1986 (the "Code"), including requirements of the Tax Equity and Fiscal Responsibility Act of 1982, and any reports required to be prepared and delivered by or in coordination with GEDA or the Authority pursuant to the Bond Act, execution of any agreements, amendments, terminations, notices, consents or directions in connection with the refunding of the Prior Bonds or the investment of any funds on deposit under the Indenture, and the execution and delivery of any tax certificate or other closing certificates or amendments to be delivered in connection with the issuance, sale and delivery of the 2023 Bonds and the refunding of the Prior Bonds. The Authorized Officers are hereby expressly authorized to arrange for such bond insurance, reserve fund surety bond or other supplemental security arrangements for all or such portion of the 2023 Bonds as they may deem in the public interest, and to enter into any other agreements or amendments deemed by them to be necessary or appropriate in connection therewith.

Section 8. All actions heretofore taken by the officers, representatives or agents of the Authority in connection with the issuance and sale of the 2023 Bonds are hereby ratified, confirmed and approved.

Section 9. This resolution shall take effect from and after its adoption and upon the approval by the Governor of this resolution in writing as required by Section 1208(a) of the Act.

SECRETARY'S CERTIFICATE

I, Donald I. Weakley, Secretary of the Board of Directors of the A.B. Won Pat International Airport Authority, Guam, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the members of the Board of Directors of said Authority duly and legally held at the regular meeting place thereof on July 26, 2022, of which meeting all of said members had due notice and at which at least a majority thereof were present;

At said meeting said resolution was adopted by the following vote:

Ayes:

Noes:

Absent:

Said original resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2022

Secretary of the Board of Directors

(SEAL)

The foregoing Resolution is hereby APPROVED for purposes of Section 1208(a) of Chapter 1 of Title 12 of the Guam Code Annotated.

Dated: _____, 2022

LOURDES A. LEON GUERRERO
Governor of Guam

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

and

BANK OF GUAM,
as Trustee,

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Co-Trustee

SIXTH SUPPLEMENTAL INDENTURE

Dated as of August 1, 2022

Relating to

\$(PRINCIPAL AMOUNT) A.B. Won Pat International Airport Authority, Guam
General Revenue Bonds, 2023 Series A (Forward Delivery)

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THIS SIXTH SUPPLEMENTAL INDENTURE, made and entered into and dated as of August 1, 2022, by and among the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM, (formerly known as the A.B. Won Pat Guam International Airport Authority), a duly organized public corporation and autonomous instrumentality of the government of Guam (the “Authority”), BANK OF GUAM, a domestic banking corporation organized under the laws of Guam, authorized to do business within Guam and qualified to accept and administer the trusts hereby created, as trustee (the “Trustee”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor-in-interest to U.S. Bank National Association, a national banking association organized under the laws of the United States of America and qualified to accept and administer the trusts hereby created, as co-trustee (the “Co-Trustee”), paying agent (the “Paying Agent”) and registrar (the “Registrar”),

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended (as more fully described in the Indenture referred to herein, the “Act”), the Authority is authorized to issue and sell revenue bonds for the purpose of providing money to be used for the cost of the acquisition, purchase, construction, reconstruction, improvement, betterment or extension of the Airport (as defined in the Indenture hereinafter identified), and for the purpose of refunding any bonds then outstanding under the Act;

WHEREAS, the Authority has determined to issue revenue bonds for such purposes and to that end has duly authorized the execution and delivery of that certain Indenture, dated as of September 1, 2003, by and between the Authority and Bank of Hawaii (the “Original Trustee”), as predecessor trustee, as supplemented and/or amended by that certain Supplemental Indenture, dated as of September 1, 2003, by and between the Authority and the Original Trustee (the “First Supplemental Indenture”), and by that certain Supplemental Indenture, dated as of October 1, 2006, among the Authority, the Trustee and the Co-Trustee (the “Second Supplemental Indenture”), pursuant to which the Trustee and the Co-Trustee were appointed in replacement of the Original Trustee, and by that certain Third Supplemental Indenture, dated as of September 1, 2013 (the “Third Supplemental Indenture”), and by that certain Fourth Supplemental Indenture, dated as of November 1, 2019 (the “Fourth Supplemental Indenture”), and by that certain Fifth Supplemental Indenture, dated as of August 1, 2021 (the “Fifth Supplemental Indenture”) (as so amended and supplemented, and as supplemented hereby, collectively, the “Indenture”) to secure the payment of the principal thereof and the interest and premium, if any, thereon, and the observance of the covenants and conditions therein contained;

WHEREAS, as of the date hereof, under the Indenture, \$[] aggregate principal amount of the 2013 Series C Bonds (as defined herein) remain Outstanding;

WHEREAS, revenue bonds may be issued pursuant to the Indenture and one or more indentures supplemental thereto (each, a “Supplemental Indenture”), from time to time, in an aggregate principal amount not limited except as therein provided, and said revenue bonds are to be designated as the “A.B. Won Pat International Airport Authority, Guam General Revenue Bonds” (the “Bonds”);

WHEREAS, it is now desirable and necessary and in the best interests of the Authority to authorize the issuance of \$[PRINCIPAL AMOUNT] principal amount of Bonds further designated as “2023 Series A Bonds (Forward Delivery)” (the “2023 Series A Bonds”) for the purposes set forth herein, including to refund [all/a portion] of the remaining outstanding 2013 Series C Bonds;

WHEREAS, by its resolution number 22-[] adopted on [July __, 2022] and approved by the Governor on [_____, 2022], the Board has approved the issuance and sale of the 2023 Series A Bonds;

WHEREAS, subject to the satisfaction of certain terms and conditions, the Legislature of Guam (as required by Section 50103(k) of Title 12, Guam Code Annotated (the “GEDA Law”) and the Act), by Public Law 35-137, has approved the terms and conditions of the issuance of said 2023 Series A Bonds;

WHEREAS, pursuant to the GEDA Law, by its resolution number 22-[] adopted on [July __, 2022], the Guam Economic Development Authority (“GEDA”) has approved the issuance and sale of the 2023 Series A Bonds;

WHEREAS, the 2023 Series A Bonds shall be additional Bonds issued under the Indenture as supplemented hereby, in particular Section 3.04 thereof; and

WHEREAS, all acts, conditions and things required by the laws of the United States of America and the Government of Guam to exist, to have happened and to have been performed precedent to and in connection with the issuance of said 2023 Series A Bonds exist, have happened, and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to issue said Bonds for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH, in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2023 Series A Bonds by the owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee as follows:

ARTICLE XXXV

DEFINITIONS

Section 35.01 Definitions. Unless the context otherwise requires, the terms defined in the Indenture shall, for all purposes of this Sixth Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings specified in the Indenture.

In addition, unless the context otherwise requires, the terms defined in this Section shall for all purposes of the Indenture and this Sixth Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

“Bond Year” means, with respect to the 2023 Series A Bonds, the period of twelve consecutive months ending on October 1 of each year if 2023 Series A Bonds are or will be Outstanding in such twelve-month period; provided that the first Bond Year shall commence on the Settlement Date and end on October 1, 2024, unless a different designation is made by the Authority.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agent” means U.S. Bank Trust Company, National Association, as successor Paying Agent for the Refunded Bonds and escrow agent appointed pursuant to the Escrow Agreement.

“Escrow Agreement” means that certain Escrow Agreement, dated as of August 1, 2022 by the Authority to the Escrow Agent relating to the establishment of an escrow fund for the purpose of refunding the Refunded Bonds.

“Escrow Fund” means the fund of that name to be established by the Escrow Agent pursuant to the Escrow Agreement.

“Forward Delivery Bond Purchase Agreement” means, in respect of the 2023 Series A Bonds and for purposes of this Sixth Supplemental Indenture, that certain Forward Delivery Bond Purchase Agreement, dated _____, 2022, executed by the Authority, GEDA and the underwriters named therein, relating to the purchase and sale of the 2023 Series A Bonds.

“Principal Office” means, with respect to the Co-Trustee, the corporate trust office of the Co-Trustee in Los Angeles, California, provided for transfer, exchange, surrender, presentation and payment with respect to the Bonds means the corporate trust operations office of the co-trustee in Saint Paul, Minnesota, or such other office designated by the Co-Trustee to the Authority in writing.

“Refunded Bonds” means the remaining Outstanding 2013 Series C Bonds (or portion(s) thereof) as are identified in Exhibit B hereto.

“Rating Agency” means, with respect to the 2023 Series A Bonds, [Moody’s Investors Service].

“Representation Letter” means any representation letter delivered to or agreement with DTC with respect to the 2023 Series A Bonds.

“Serial Bonds” means, with respect to the 2023 Series A Bonds, the 2023 Series A Bonds designated as such by Section 36.02, and for which no Mandatory Sinking Account Payments are provided.

“Settlement Date” means, in respect of the 2023 Series A Bonds and for purposes of this Sixth Supplemental Indenture, the date of original execution and delivery of such

2023 Series A Bonds, expected to be on or about [July 11, 2023], in accordance with the Forward Delivery Bond Purchase Agreement.

“Sixth Supplemental Indenture” means this Sixth Supplemental Indenture, as originally executed and as may be amended from time to time in accordance with the Indenture.

“2013 Series C Bonds” means the \$199,040,000 original principal amount of A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013 Series C, originally issued on September 12, 2013.

“2023 Authorized Amount” means an amount not exceeding \$[PRINCIPAL AMOUNT] in respect of the 2023 Series A Bonds which may be issued and Outstanding under this Sixth Supplemental Indenture.

“2023 Series A Bonds” means the \$[PRINCIPAL AMOUNT] principal amount of A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2023 Series A (Forward Delivery).

ARTICLE XXXVI

AUTHORIZATION AND TERMS OF THE 2023 SERIES A BONDS

Section 36.01 Authorization of 2023 Series A Bonds. One Series of Bonds is hereby authorized and created under the Indenture and in accordance with the Act for the purposes of (i) refunding the Refunded Bonds and (ii) paying related Costs of Issuance. Such Series of Bonds is hereby designated as “A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2023 Series A (Forward Delivery).” The aggregate principal amount of 2023 Series A Bonds authorized to be issued and outstanding hereunder is expressly limited to the 2023 Authorized Amount.

The 2023 Series A Bonds shall be treated as a single Series under the Indenture.

Section 36.02 Terms of 2023 Series A Bonds; Appointments; Depositary Designations.

The 2023 Series A Bonds shall be issued as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof. The 2023 Series A Bonds shall be dated their date of delivery (*i.e.*, the Settlement Date), and interest thereon (based on a 360-day year of twelve thirty-day months) shall be payable on April 1 and October 1 of each year, commencing [October 1, 2023] (each, an “Interest Payment Date” for the 2023 Series A Bonds).

The 2023 Series A Bonds shall mature on the dates and in the amounts and shall bear interest at the rates per annum specified in the following table:

Maturity Date (October 1)	Principal Amount	Interest Rate
20__	\$	%
20__		
20__		
20__		

[The 2023 Series A Bonds maturing October 1 in the years 20__ through and including 20__ are designated as Serial Bonds. The 2023 Series A Bonds maturing October 1 in the years 20__ and 20__ are designated as Term Bonds.] The Principal Payment Period for the 2023 Series A Bonds shall be the twelve calendar months next preceding each maturity date for such Bonds.

The Record Date for all scheduled payments of principal of and interest on the 2023 Series A Bonds shall be the 15th day of the calendar month next preceding the date each such payment is due, whether or not such 15th day is a Business Day.

The Co-Trustee is hereby appointed and Paying Agent and Registrar for the 2023 Series A Bonds, and the Co-Trustee's corporate trust office in Los Angeles, California, is hereby confirmed as being designated the Principal Office of the Co-Trustee; provided, however, that, with respect to the transfer, registration, exchange and cancellation of the 2023 Series A Bonds, the office of the Paying Agent in St. Paul, Minnesota shall be the Principal Office of the Co-Trustee.

The Trustee is hereby appointed Depositary for the 2023 Series A Costs of Issuance Account and the 2023 Series A Rebate Account.

The principal of and premium, if any, on each 2023 Series A Bond shall be payable in lawful money of the United States of America to the Owner of such 2023 Series A Bond, upon the surrender of such 2023 Series A Bond at the Principal Office of any Paying Agent for such 2023 Series A Bond. The interest on each 2023 Series A Bond shall be payable in like lawful money to the person whose name appears on the bond registration books of the Registrar for such 2023 Series A Bond as the Owner of such 2023 Series A Bond as of the close of business on the Record Date for such Bond preceding the Interest Payment Date, whether or not such Record Date is a Business Day, such interest to be paid by check or mailed by first class mail to such Owner at such address as appears on such registration books or at such address as such Owner may have filed with the Registrar for that purpose. Upon the written request of a registered owner of one million dollars (\$1,000,000) or more in aggregate principal amount of 2023 Series A Bonds, payment of interest on and principal of (including Redemption Price) such 2023 Series A Bonds shall be made by wire transfer from the Paying Agent to the registered owner of such 2023 Series A Bonds. Any such principal payment by wire transfer shall nevertheless be subject to prior surrender of the 2023 Series A Bonds with respect to which such payment is made. Each payment of interest or principal on 2023 Series A Bonds, whether by check, draft or wire transfer, shall be accompanied by information specifying for each maturity

of such 2023 Series A Bonds with respect to which such payment is being made, the amount and the CUSIP number (if available).

Each 2023 Series A Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the Record Date preceding any Interest Payment Date to the Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before [September 15, 2023], in which event it shall bear interest from its date of delivery (*i.e.*, the Settlement Date); provided, however, that if, at the time of authentication of any 2023 Series A Bond, interest is in default on Outstanding Bonds of such Series, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds of such Series.

The Registrar for the 2023 Series A Bonds shall assign each 2023 Series A Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof which shall be available to the Authority for inspection.

The 2023 Series A Bonds, the Registrar's certificate of authentication and registration and the form of assignment to appear thereon shall be in substantially the forms set forth in Exhibit A hereto, respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture.

Section 36.03 Terms of Redemption.

(A) The Authority shall have the right to redeem 2023 Series A Bonds on any date prior to their respective stated maturities, as a whole, or in part, by lot within each maturity so that the reduction in Annual Debt Service for the 2023 Series A Bonds for each Bond Year after such redemption date shall be as nearly proportional as practicable, from and to the extent of proceeds received by the Authority due to a governmental taking of the Airport or portions thereof by eminent domain proceedings, if such amounts are not used for additions, improvements or extensions to the Airport, under the circumstances and upon the conditions and terms set forth in the Indenture, at the principal amount thereof plus interest accrued thereon, without premium.

(B) The 2023 Series A Bonds maturing on or after October 1, 20__ are subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available moneys, on any date on or after October 1, 20__, as a whole, or in part by such maturity or portions thereof or Mandatory Sinking Account Payments as may be determined by the Authority (or by lot within a maturity in the absence of such a determination), at a Redemption Price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium.

(C) The 2023 Series A Bonds maturing on October 1, 20__ (the "2023 Series A 20__ Term Bonds") are subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in this Section and

in the Indenture, such 2023 Series A 20__ Term Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such 2023 Series A 20__ Term Bonds, in the amounts (after giving effect to the credits provided for in Section 5.05 of the Indenture) and on October 1 in the years hereinafter set forth:

Mandatory Sinking Account Payments for
2023 Series A Bonds Due October 1, 20__

Year	Amount
20__	\$_____
20__	
20__	
20__	
20__ *	

* maturity

(D) The 2023 Series A Bonds maturing on October 1, 20__ (the “2023 Series A 20__ Term Bonds”) are subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in this Section and in the Indenture, such 2023 Series A 20__ Term Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such 2023 Series A 20__ Term Bonds, in the amounts (after giving effect to the credits provided for in Section 5.05 of the Indenture) and on October 1 in the years hereinafter set forth:

Mandatory Sinking Account Payments for
2023 Series A Bonds Due October 1, 20__

Year	Amount
20__	\$_____
20__	
20__	
20__	
20__	
20__	
20__ *	

* maturity

Section 36.04 Special Covenants as to Book-Entry Only System for 2023 Series A Bonds. (A) Except as otherwise provided in subsections (b) and (c) of this Section 36.04, all of the 2023 Series A Bonds initially issued shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), or such other nominee as DTC shall request pursuant to the Representation Letter. Payment of the interest on any 2023 Series A Bond registered in the name of Cede & Co. shall be made on each

interest payment date for such 2023 Series A Bonds to the account, in the manner and at the address indicated in or pursuant to the Representation Letter.

(B) The 2023 Series A Bonds initially shall be issued in the form of a single authenticated fully registered bond for each Series and stated maturity of each portion of such 2023 Series A Bonds, representing the aggregate principal amount of the 2023 Series A Bonds of such portion and maturity. Upon initial issuance, the ownership of all such 2023 Series A Bonds shall be registered in the registration records maintained by the Registrar pursuant to Section 2.05 of the Indenture in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. The Trustee, the Co-Trustee, the Registrar, the Authority and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the 2023 Series A Bonds registered in its name for the purposes of payment of the principal of and interest on, or Redemption Price of, such 2023 Series A Bonds, selecting the 2023 Series A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondowners hereunder, registering the transfer of 2023 Series A Bonds, obtaining any consent or other action to be taken by Bondowners of the 2023 Series A Bonds and for all other purposes whatsoever; and the Trustee, the Co-Trustee, the Registrar, the Authority and any paying agent shall not be affected by any notice to the contrary. Neither the Trustee, the Co-Trustee, the Authority nor any paying agent shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 36.04, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the 2023 Series A Bonds under or through DTC or any Participant, or any other person which is not shown on the registration records as being a Bondowner, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal of or interest on, or Redemption Price of, the 2023 Series A Bonds, (iii) any notice which is permitted or required to be given to Holders of the 2023 Series A Bonds hereunder, (iv) the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the 2023 Series A Bonds, or (v) any consent given or other action taken by DTC as Holder of the 2023 Series A Bonds. The Paying Agent shall pay all principal of and premium, if any, and interest on the 2023 Series A Bonds only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter, and all such payments shall be valid and effective to satisfy fully and discharge the Authority's obligations with respect to the principal of and premium, if any, and interest on the 2023 Series A Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the 2023 Series A Bonds will be transferable to such new nominee in accordance with subsection (f) of this Section 36.04.

(C) In the event that the Authority elects to discontinue the book-entry system for any 2023 Series A Bonds, the Trustee shall, upon the written instruction of the Authority, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of bond certificates. In such event, such 2023 Series A Bonds will be transferable in accordance with subsection (f) of this Section 36.04. DTC may determine to discontinue providing its services with respect to the 2023 Series A Bonds at any time by giving written notice of such discontinuance to the Authority or the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the 2023 Series A Bonds will be transferable in

accordance with subsection (f) of this Section 36.04. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the 2023 Series A Bonds then Outstanding. In such event, the 2023 Series A Bonds will be transferable to such securities depository in accordance with subsection (f) of this Section 36.04, and thereafter, all references in this Sixth Supplemental Indenture to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(D) Notwithstanding any other provision of this Sixth Supplemental Indenture to the contrary, so long as all 2023 Series A Bonds Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on each such 2023 Series A Bond and all notices with respect to each such 2023 Series A Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(E) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC or any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Sixth Supplemental Indenture.

(F) In the event that any transfer or exchange of 2023 Series A Bonds is authorized under subsection (b) or (c) of this Section 36.04, such transfer or exchange shall be accomplished upon receipt by the Registrar from the registered owner thereof of the 2023 Series A Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Sections 2.03 and 2.04 of the Indenture. In the event 2023 Series A Bond certificates are issued to Holders other than Cede & Co., its successor as nominee for DTC as holder of all the 2023 Series A Bonds, another securities depository as holder of all the 2023 Series A Bonds, or the nominee of such successor securities depository, the provisions of Sections 2.03 and 2.04 of the Indenture shall also apply to, among other things, the registration, exchange and transfer of the 2023 Series A Bonds and the method of payment of principal of, premium, if any, and interest on the 2023 Series A Bonds.

ARTICLE XXXVII

ISSUANCE OF 2023 SERIES A BONDS; CREATION OF ACCOUNTS; APPLICATION OF PROCEEDS

Section 37.01 Issuance of 2023 Series A Bonds. At any time after the execution and delivery of this Sixth Supplemental Indenture, the Authority may sell and execute and the Registrar for the 2023 Series A Bonds shall authenticate and, upon the Order of the Authority, deliver 2023 Series A Bonds in an aggregate principal amount not to exceed the 2023 Authorized Amount.

Section 37.02 Application of Proceeds of 2023 Series A Bonds; Defeasance of Refunded Bonds. The net proceeds received by the Authority from the sale of the 2023 Series A

Bonds shall be deposited with the Co-Trustee, who shall forthwith transfer or apply, as applicable, such proceeds in the following manner, as directed by a Request of the Authority:

(1) The proceeds received from the sale of the 2023 Series A Bonds (being \$[_____] , which is equal to the par amount of \$[PRINCIPAL AMOUNT].00, [plus/minus [net] original issue premium/discount of \$[_____]], less underwriters' discount of \$[_____]) shall be applied by the Co-Trustee in the following manner, as directed by a Request of the Authority:

(a) the Co-Trustee shall transfer to the Escrow Agent, for deposit in the Escrow Fund, an amount equal to \$[_____];

(b) the Co-Trustee shall transfer to the 2023 Series A Costs of Issuance Account Depository, for deposit in the 2023 Series A Costs of Issuance Account, an amount equal to \$[_____];

(c) the Co-Trustee shall transfer \$[_____] to the 2013 Bond Reserve Account. Upon such transfer, the amount on deposit in the 2013 Bond Reserve Account shall be at least \$[_____], which amount is at least equal to the 2013 Bond Reserve Account Requirement as of the Settlement Date.

The Co-Trustee may establish one or more temporary funds or accounts to facilitate and record the foregoing deposits and transfers. Pursuant to Section 8.02 of the Indenture, the deposit of proceeds of the 2023 Series A Bonds with the Co-Trustee pursuant hereto shall satisfy the requirement of Section 3.02 of the Indenture that proceeds received by the Authority from the sale of each Series of Bonds shall be deposited with the Trustee.

Section 37.03 Establishment and Application of the 2023 Series A Costs of Issuance Account. (A) The Trustee, as 2023 Series A Costs of Issuance Account Depository, shall establish within the A.B. Won Pat Guam International Airport Authority construction fund (created by Section 1205 of the Act) and maintain and hold in trust under the Indenture a separate account designated as the "2023 Series A Costs of Issuance Account". Amounts in the 2023 Series A Costs of Issuance Account shall be used and withdrawn, as provided in the Indenture, solely for the payment of Costs of Issuance of the 2023 Series A Bonds.

(B) Upon the earlier to occur of (i) receipt by the Trustee of a Certificate of the Authority to the effect that all Costs of Issuance for the 2023 Series A Bonds have been paid and (ii) 180 days after the Settlement Date, any moneys remaining on deposit in the 2023 Series A Costs of Issuance Account shall be transferred to the Revenue Fund.

Section 37.04 Designation of Bond Reserve Account Requirement for 2023 Series A Bonds. The 2023 Series A Bonds are hereby designated 2013 Bond Reserve Account Bonds and the Bond Reserve Account Requirement applicable to the 2023 Series A Bonds is the 2013 Bond Reserve Account Requirement.

ARTICLE XXXVIII

TAX COVENANTS

Section 38.01 2023 Series A Rebate Account.

(A) The Trustee, as 2023 Series A Rebate Account Depositary, shall establish and maintain within the Rebate Fund a separate subaccount designated as the “2023 Series A Rebate Account.” There shall be deposited in the 2023 Series A Rebate Account from amounts in the Operation and Maintenance Fund or other lawfully available moneys such amounts as are required to be deposited therein pursuant to the Tax Certificate delivered by the Authority in connection with the issuance of the 2023 Series A Bonds. All money at any time deposited in the 2023 Series A Rebate Account shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement for the 2023 Series A Bonds, for payment to the United States of America, and the United States of America is hereby granted a first lien on such money until such payment. All amounts required to be deposited into or on deposit in the 2023 Series A Rebate Account shall be governed exclusively by this Section and by such Tax Certificate (which is incorporated herein by reference).

In the event that the amount in the 2023 Series A Rebate Account exceeds the Rebate Requirement for the 2023 Series A Bonds, upon the Request of the Authority, the Trustee shall transfer the excess from the 2023 Series A Rebate Account to the Revenue Fund.

(B) Notwithstanding any provisions of this Section, if the Authority shall provide to the Trustee an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the 2023 Series A Bonds, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this Section, and, notwithstanding Article IX of the Indenture, the covenants hereunder shall be deemed to be modified to that extent.

Section 38.02 Tax Covenants for 2023 Series A Bonds. (A) The Authority intends that, and shall at all times do and perform all acts and things permitted by law, this Indenture and the Tax Certificate to assure that, interest on the 2023 Series A Bonds be excluded from gross income for federal income tax purposes. The Authority reserves the right to determine the desired tax status of any additional Series of Bonds.

(B) The Authority shall not use or permit the use of any proceeds of the 2023 Series A Bonds or any other funds of the Authority, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Authority in any manner, and shall not take or permit to be taken any other action or actions, which would cause any such 2023 Series A Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

ARTICLE XXXIX

MISCELLANEOUS

Section 39.01 Qualification of Depositaries. The continued designation of U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association) as a Depositary is confirmed. The continued designation of First Hawaiian Bank as Depositary in respect of a portion of the Capital Improvement Fund in accordance with Section 5.01(C)(1) of the Indenture is confirmed and shall continue unless and until designated otherwise by a Supplemental Indenture or Statement of the Authority.

Section 39.02 Waiver of Brokerage Confirmations; Periodic Statements from Co-Trustee. At the request of the Co-Trustee, the Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Co-Trustee will furnish the Authority periodic cash transaction statements which shall include detail for all investment transactions made by the Co-Trustee hereunder.

IN WITNESS WHEREOF, the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM has caused this Sixth Supplemental Indenture to be signed in its name by its duly authorized officers under its seal; and BANK OF GUAM and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION have caused this SIXTH SUPPLEMENTAL INDENTURE to be signed in their respective corporate names by one of their authorized officers, all as of the day and year first above written.

A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

By _____
Chair

[SEAL]

By _____
Executive Manager

BANK OF GUAM, as Trustee

By _____
Authorized Officer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Co-Trustee

By _____
Authorized Officer

The undersigned BANK OF GUAM hereby accepts and agrees to perform the duties and obligations of Depositary for the 2023 Series A Costs of Issuance Account and the 2023 Series A Rebate Account under this SIXTH SUPPLEMENTAL INDENTURE.

BANK OF GUAM, as Trustee

By _____
Authorized Officer

The undersigned U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION hereby accepts and agrees to perform the duties and obligations of Registrar and Paying Agent under this SIXTH SUPPLEMENTAL INDENTURE.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Co-Trustee

By _____
Authorized Officer

EXHIBIT A
FORM OF BOND

No. R-_____ \$ _____

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
GENERAL REVENUE BOND,
2023 Series A (FORWARD DELIVERY)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
[_____]%	[MATURITY DATE]	[SETTLEMENT DATE]	40064R_____

Registered Owner: CEDE & CO.

Principal Sum: _____ Dollars

The A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM, a duly organized public corporation and autonomous instrumentality of the government of Guam (herein called the "Authority"), for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter mentioned) to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above in lawful money of the United States of America; and to pay interest thereon, in like lawful money and solely from said Revenues and assets, from the Interest Payment Date next preceding the date of authentication of this Bond, unless this Bond is authenticated as of a day during the period from the 15th day of the calendar month next preceding any Interest Payment Date, whether or not such 15th day is a Business Day (the "Record Date") to the Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or before September 15, 2023, in which event it shall bear interest from its date of delivery, until payment of such principal sum shall be discharged as provided in the indenture hereinafter mentioned, at the interest rate specified above per annum, payable on April 1 and October 1 in each year, commencing October 1, 2023; provided, however, that if, at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal (or Redemption Price) hereof is payable upon surrender hereof at the Principal Office of U.S. Bank Trust Company, National Association (herein called the "Paying Agent") in St. Paul, Minnesota, and the interest hereon is payable by check or draft mailed by first class mail to the person in whose name this Bond is registered at the close of business on the Record Date, at such person's address as it appears on the bond registration books of U.S. Bank Trust Company, National Association (herein called the "Registrar"). Upon the written request of a registered owner of \$1,000,000 or more in aggregate principal amount of 2023 Series A Bonds, payment of interest on and principal of (or Redemption Price of) such Bonds will be made by wire transfer as provided in the Indenture; provided that any such principal payment shall

nevertheless be subject to prior surrender of the 2023 Series A Bonds with respect to which such payment is made.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the “A.B. Won Pat International Airport Authority, Guam General Revenue Bonds” (herein called the “Bonds”), unlimited in aggregate principal amount, except as otherwise provided in the laws of the United States of America and the government of Guam and in the Indenture hereinafter mentioned, which issue of Bonds consists or may consist of one or more Series of varying dates, maturities, interest rates, redemption and other provisions, all issued or to be issued pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended, and that certain Indenture, dated as of September 1, 2003, as amended and supplemented (herein called the “Indenture”), by and between the Authority and the Trustee.

This Bond is additionally designated “2023 Series A (Forward Delivery)”, and is one of a duly authorized Series of Bonds (the “2023 Series A Bonds”) in the aggregate principal amount of \$[PRINCIPAL AMOUNT], issued under the provisions of the Indenture. The 2023 Series A Bonds are issued for the purpose, among others, of refunding [all or a portion of] the Authority’s General Revenue Bonds, 2013 Series C. Reference is hereby made to the Indenture (a copy of which is on file at said office of the Trustee) and all indentures supplemental thereto for a description of the rights thereunder of the registered owners of the Bonds, of the nature and extent of the security and provisions for payment of the Bonds, of the rights, duties and immunities of the Trustee and other fiduciaries and of the rights and obligations of the Authority thereunder, to all the provisions of which Indenture the registered owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds and the interest thereon (to the extent set forth in the Indenture) are payable solely from Revenues (as that term is defined in the Indenture) and other assets pledged as provided in the Indenture. Subject only to the provisions of the Indenture permitting the application thereof for or to the purposes and on the terms and conditions set forth therein, said Revenues are pledged under the Indenture to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms and the provisions of the Indenture and the payment of Credit Agreement Payments and Parity Payment Agreement Payments in accordance with their terms.

[Redemption provisions to be added once final.]

The 2023 Series A Bonds are issuable only in fully registered form in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, this Bond may be exchanged, at the Principal Office of the Registrar, in St. Paul, Minnesota, for a new fully registered Bond or Bonds, of the same Series, maturity and tenor and of any authorized denomination or denominations and for the aggregate principal amount of this Bond then remaining outstanding.

This Bond is transferable by the registered owner hereof, in person or by its attorney duly authorized in writing, at said office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of

the same Series, maturity and tenor and of any authorized denomination or denominations and for the same aggregate principal amount of this Bond then remaining outstanding, will be issued to the transferee in exchange herefor. The Registrar shall not be required to register the transfer of this Bond during the period established by the Trustee for the selection of Bonds for redemption or at any time after selection of this Bond for redemption.

The Authority, the Trustee, the Paying Agent and the Registrar may treat the registered owner hereof as the absolute owner hereof for all purposes, and neither the Authority, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

The Indenture and the rights and obligations of the Authority, the registered owners of the Bonds, the Trustee, the Registrar and other fiduciaries may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, provided that no such modification or amendment shall (i) extend the fixed maturity of this Bond, or reduce the amount of principal hereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided in the Indenture for the payment of this Bond, or extend the time of payment of any interest on this Bond or reduce the rate of interest hereon, without the consent of the registered owner hereof, or (ii) reduce the percentage of the principal amount of Bonds the consent of the registered owners of which is required to effect any such modification or amendment, permit the creation of any lien on the Revenues and other assets pledged as security for the Bonds (including additional Bonds hereafter issued) prior to or on a parity with the lien created by the Indenture or deprive the registered owners of the Bonds of the lien of the Indenture (except as expressly provided in the Indenture), without the consent of the registered owners of all Bonds then outstanding, all as more fully set forth in the Indenture. There is no provision in the Indenture for the acceleration of amounts due on the Bonds upon the occurrence of an event of default thereunder.

The Bonds are limited obligations of the Authority and are not a lien or charge upon the funds or property of the Authority, except to the extent of the pledge and assignment herein described. Neither the faith and credit of the government of Guam nor the faith and credit of the United States of America or any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Registrar.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by the laws of the United States of America and the government of Guam, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by such laws, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

IN WITNESS WHEREOF, the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM has caused this Bond to be executed in its name and on its behalf by the facsimile signature of the Chair of its Board of Directors and the Secretary of the Authority and its seal to be reproduced hereon by facsimile, all as of the date first referenced above.

A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

By _____
Chair of the Board of Directors

(SEAL)

By _____
Secretary

[FORM OF] REGISTRAR'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Bonds described in the within-mentioned Indenture, which has been registered as of _____, 20__.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Registrar

By _____
Authorized Officer

DTC LEGEND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

[FORM OF] ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) attorney, to transfer the same on the books of the Registrar with full power of substitution in the premises.

The following abbreviations, when used in the inscription on the face of the within Bond and in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of
survivorship and not as tenants in common
(State)

UNIF GIFT MIN ACT - ____ Custodian
(Cust) (Minor)
under Uniform Gifts to Minors Act

Additional abbreviations may also be
used though not in the above list.

For value received the undersigned do(es) hereby sell, assign and transfer unto
_____ the within-mentioned registered Bond and hereby irrevocably
constitute(s) and appoint(s) _____ attorney, to transfer the same on the
books of the Registrar with full power of substitution in the premises.

Dated: _____

NOTICE: _____
The signature on this Assignment must
correspond with the name as it appears
on the face of the within Bond in every
particular, without alteration or
enlargement or any change whatsoever.

Signature Guaranteed:

Social Security Number, Taxpayer
Identification Number or other
Identifying Number of Assignee:

Notice: Signature must be guaranteed
by a member firm of the New York
Stock Exchange or a commercial bank
or trust company.

Note: Transfer fees must be paid to the Registrar in order to transfer or exchange this bond as
provided in the within-mentioned Indenture.

EXHIBIT B

BONDS TO BE REFUNDED

A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2013
Series C, as follows:

PRELIMINARY OFFICIAL STATEMENT DATED [AUGUST 1], 2022

NEW ISSUES-BOOK-ENTRY ONLY

RATING:
Moody's: "[]"
See "RATING."

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), except that no opinion is expressed as to the status of interest on any 2023 Bond for any period that such 2023 Bond is held by a "substantial user" of the facilities financed or refinanced by the 2023 Bonds or by a "related person" within the meaning of Section 147(a) of the Code. Bond Counsel observes, however, that interest on the 2023 Bonds is a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under 48 U.S.C. Section 1423a, interest on the 2023 Bonds is exempt from taxation by the Government of Guam, or by any state or territory of the United States or any political subdivision thereof, or by the District of Columbia. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the 2023 Bonds. See "TAX MATTERS." Delivery of the 2023 Bonds, and delivery of Bond Counsel's opinion with respect to the 2023 Bonds, is subject to the satisfaction of certain terms and conditions provided in the Forward Delivery Agreement as described under the heading "DELAYED DELIVERY OF THE 2023 BONDS."



**A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM
\$[PAR]*
General Revenue Bonds
2023 Series A (AMT) (Forward Delivery)**

Dated: Delayed Delivery Date

Due: As shown on the inside cover page

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision. Capitalized terms not defined on this cover page are defined inside.

The A.B. Won Pat International Airport Authority, Guam (the "**Authority**") is issuing its General Revenue Bonds, 2023 Series A (AMT) (Forward Delivery) (the "**2023 Bonds**") for the purposes of (i) refunding all or a portion of the Authority's outstanding 2013 Series C Bonds (the "**Refunded Bonds**"), (ii) funding the bond reserve account, and (iii) paying expenses incurred in connection with the issuance of the 2023 Bonds and the refunding of such Refunded Bonds.

The issuance, sale and delivery of the 2023 Bonds have been approved by the Board of Directors of the Authority. The issuance, terms and conditions of the 2023 Bonds have been approved by the Legislature of Guam. The sale of the 2023 Bonds has been approved by the Board of Directors of the Guam Economic Development Authority ("**GEDA**"). The 2023 Bonds are authorized to be issued pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended (the "**Act**"), and pursuant to an indenture, dated as of September 1, 2003 (the "**General Indenture**"), by and among the Authority, Bank of Guam (the "**Trustee**") and U.S. Bank Trust Company, National Association (the "**Co-Trustee**"), as amended and supplemented, including by a supplemental indenture, to be dated as of August 1, 2022 (the "**Sixth Supplemental Indenture**"), by and among the Authority, the Trustee and the Co-Trustee. The General Indenture, as so amended and supplemented, including by the Sixth Supplemental Indenture, is referred to herein as the "**Indenture**."

The 2023 Bonds mature on the dates and in the amounts and will bear interest at the rates per annum listed on the inside front cover page. Interest on the 2023 Bonds will be payable on April 1 and October 1 of each year, commencing October 1, 2023. The 2023 Bonds are subject to redemption prior to maturity as described herein.

The 2023 Bonds are not general obligations of the Authority, but are limited obligations payable solely from and secured by a pledge of Revenues (as defined in the Indenture and more particularly described herein) consisting primarily of all gross income and revenue received by the Authority from the ownership or operation of the Airport, including all rents, fees and charges received by the Authority for the use of the Airport, all Payment Agreement Receipts, all proceeds of insurance or grants covering business interruption loss (and related losses and expenses) relating to the Airport, all investment income available for such purpose (except from the Construction Accounts, the Capital Improvement Fund or the Rebate Fund), and certain proceeds of passenger facility charges, but not including amounts received from certain other insurance proceeds, and certain other amounts, all as more fully described herein, subject to the provisions of the Indenture permitting the application of Revenues for or to the purposes (including payment of Operation and Maintenance Expenses) and on the terms and conditions set forth therein. Neither the Government of Guam (the "**Government**") nor any political subdivision thereof is obligated to pay the principal of or interest on the 2023 Bonds, except from such Revenues, and none of the Authority, the Government or any political subdivision thereof has pledged its faith or credit to the payment of the principal of or interest on the 2023 Bonds.

The 2023 Bonds are being issued as fully registered bonds in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company ("**DTC**"), New York, New York. Individual purchases and sales of the 2023 Bonds may be made in book-entry form only, in denominations of \$5,000 and integral multiples thereof. Purchasers will not receive physical delivery of 2023 Bonds purchased by them. So long as the 2023 Bonds are held by DTC, payments of the principal of and interest on the 2023 Bonds will be payable to DTC, which in turn will remit such principal and interest to the DTC participants for subsequent disbursement to the beneficial owners of the 2023 Bonds.

The 2023 Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel. Certain legal matters will be passed upon for the Authority by its counsel, Calvo Fisher & Jacob LLP, Hagåtña, Guam, and for the Underwriters by their counsel, Hawkins Delafield & Wood LLP, Portland, Oregon. It is expected that the 2023 Bonds in book-entry form will be available for delivery through the facilities of DTC in New York, New York, on or about July __, 2023. See "DELAYED DELIVERY OF THE 2023 BONDS" for a discussion regarding the delayed delivery of the 2023 Bonds, certain conditions to the obligation of the Underwriters to purchase the 2023 Bonds and certain risks to registered owners of the 2023 Bonds resulting from the delayed delivery thereof.

Barclays

Morgan Stanley

Dated: _____, 2022

* Preliminary, subject to change.

MATURITY SCHEDULE

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

\$[PAR]*

General Revenue Bonds

2023 Series A (AMT) (Forward Delivery)

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP No.</u> <u>40064R[†]</u>
--	-------------------------	----------------------	--------------	---

\$ _____ % Term Bonds due October 1, 20__ Price _____ CUSIP No.* 40064R _____

\$ _____ % Term Bonds due October 1, 20__ Price _____ CUSIP No.* 40064R _____

* Preliminary, subject to change.

[†] CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright © 2023 CUSIP Global Services. The CUSIP numbers are not intended to create a database and do not serve in any way as a substitute for CUSIP service. CUSIP numbers have been assigned by an independent company not affiliated with either the Authority or GEDA and are provided solely for convenience and reference. The CUSIP numbers for a specific maturity or maturities are subject to change after the issuance of the 2023 Bonds. None of the Authority, GEDA or the Underwriters takes responsibility for the accuracy of the CUSIP numbers, and no representation is made as to their correctness on the applicable 2023 Bond certificates or in this Official Statement.

**A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY,
GUAM**

Brian J. Bamba
Board Chairman

Gurvinder Sobti
Board Vice Chairman

Lucy M. Alcorn
Board Director

Jesse G. Garcia
Board Director

John M. Quinata
Executive Manager

Donald I. Weakley
Board Secretary

Doyon Ahn Morato
Board Director

Rosie R. Tainatongo
Board Director

Artemio Hernandez
Deputy Executive Manager

GOVERNMENT OF GUAM

Lourdes A. Leon Guerrero
Governor

Joshua F. Tenorio
Lieutenant Governor

GUAM ECONOMIC DEVELOPMENT AUTHORITY

Melanie Mendiola
Chief Executive Officer / Administrator

Carlos Bordallo
Deputy Administrator

Christina D. Garcia
Public Finance Manager

SPECIAL SERVICES

Counsel to the Authority
Calvo Fisher & Jacob LLP

Trustee
Bank of Guam

Airport Consultant
InterVISTAS Consulting, Inc.

*Bond Counsel and
Disclosure Counsel*
Orrick, Herrington & Sutcliffe LLP

*Co-Trustee, Paying Agent and
Registrar*
U.S. Bank Trust Company, National
Association

Verification Agent
[Verification Agent]

Municipal Advisor
Montague DeRose and Associates,
L.L.C.

*Counsel to Guam Economic
Development Authority*
Brooks Concepcion Law, P.C.

Auditors
Ernst & Young LLP

Dissemination Agent
Digital Assurance Certification,
LLC

No dealer, broker, salesperson or other person has been authorized by the Authority or the Underwriters to give any information or to make any representations other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2023 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

The information set forth in this Official Statement has been furnished by the Authority and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters. The information and expressions of opinion stated herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information or opinions stated herein or in the affairs of the Authority since the date hereof.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

This Official Statement is not to be construed as a contract with the purchasers of the 2023 Bonds. Statements contained in this Official Statement that involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT ARE NOT INTENDED TO REFLECT HISTORICAL FACTS BUT ARE ESTIMATES AND “FORWARD-LOOKING STATEMENTS.” NO ASSURANCE CAN BE GIVEN THAT THE FUTURE RESULTS DISCUSSED HEREIN WILL BE ACHIEVED, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS OR FORECASTS DESCRIBED HEREIN. IN THIS RESPECT, THE WORDS “ESTIMATE,” “PROJECT,” “FORECAST,” “ANTICIPATE,” “EXPECT,” “ASSUME,” “INTEND,” “BELIEVE” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINION, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. THE AUTHORITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO SUCH FORWARD-LOOKING STATEMENTS OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED DO OR DO NOT OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2023 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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**A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM
\$[PAR]*
General Revenue Bonds
2023 Series A (AMT) (Forward Delivery)**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page, the table of contents and the appendices hereto (collectively, the “**Official Statement**”), is to provide information concerning the issuance by the A.B. Won Pat International Airport Authority, Guam (the “**Authority**”) of the \$[PAR]* A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2023 Series A (AMT) (Forward Delivery) (the “**2023 Bonds**”).

This Introduction is not a summary of this Official Statement, but is only a brief description of, and is qualified by, more complete and detailed information contained in this Official Statement. The Introduction should not be relied upon to provide all of the information necessary to make an informed decision about purchasing the 2023 Bonds. A full review should be made of the entire Official Statement. The offering of 2023 Bonds to potential investors is made only by means of the entire Official Statement.

Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE or in APPENDIX B—SUMMARY OF THE FORM OF SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE.

The 2023 Bonds will not be delivered until on or about July 11, 2023*, or such later date as may be mutually agreed by the Authority and the Underwriters (the “**Delayed Delivery Date**”). The delay in the issuance and delivery of the 2023 Bonds may have consequences to the purchasers of the 2023 Bonds. The market values of the 2023 Bonds on the Delayed Delivery Date is likely to be greater or less than the respective initial offering prices thereof, and the difference may be substantial. Several factors may adversely affect the market price of the 2023 Bonds, including, but not limited to, a general increase in interest rates for all obligations and other indebtedness, proposed or adopted changes in federal tax laws affecting the relative benefits of owning tax-exempt securities instead of other types of investments, such as fully taxable obligations, or adverse developments with respect to the Authority or with respect to the security for the 2023 Bonds. See “**DELAYED DELIVERY OF THE 2023 BONDS.**”

BY PLACING AN ORDER WITH THE UNDERWRITERS FOR THE PURCHASE OF THE 2023 BONDS, EACH INVESTOR ACKNOWLEDGES AND AGREES THAT THE 2023 BONDS ARE BEING SOLD ON A “**DELAYED DELIVERY**” BASIS AND THAT THE INVESTOR IS OBLIGATED TO ACCEPT DELIVERY AND PAY FOR THE 2023 BONDS ON THE DELAYED DELIVERY DATE SUBJECT ONLY TO THE CONDITIONS IN THE FORWARD DELIVERY AGREEMENT. SEE “**DELAYED DELIVERY OF THE 2023 BONDS.**”

The Authority

The Authority is organized and exists under Chapter 1 of Title 12 of the Guam Code Annotated, as amended (the “**Act**”), and is a public corporation and an autonomous instrumentality of the Government of Guam (the “**Government**”) with authority to construct, operate and maintain airports for civil aviation purposes on Guam, including the Antonio B. Won Pat Guam International Air Terminal and related facilities (collectively, the “**Airport**”). See “**THE AUTHORITY.**”

* Preliminary, subject to change.

The Airport

The Airport is centrally located in Guam's business district on an 1,800-acre parcel of land. The Airport has approximately 874,000 square feet of terminal space, which includes the recently completed Third Floor International Arrivals Corridor, along with approximately 250,000 square feet of adjacent facilities, including hangars, maintenance facilities, warehouse space, storage facilities, office space and expansive ground space. The Airport is the only commercial air carrier airport serving Guam and is the principal air carrier airport serving the surrounding Micronesian islands. The Airport is classified as a small air traffic hub, based on annual enplaned passenger levels, by the Federal Aviation Administration (the "FAA").

In Fiscal Years 2020 and 2021, due primarily to the COVID-19 pandemic, the Authority had its lowest activity in 30 years. See "THE AIRPORT" and "COVID-19 PANDEMIC."

The 2023 Bonds

The 2023 Bonds are being issued pursuant to the Act and pursuant to an indenture, dated as of September 1, 2003 (the "**General Indenture**"), by and among the Authority, Bank of Guam (the "**Trustee**") and U.S. Bank Trust Company, National Association (the "**Co-Trustee**"), as amended and supplemented, including by a supplemental indenture, to be dated as of August 1, 2022 (the "**Sixth Supplemental Indenture**"), by and among the Authority, the Trustee and the Co-Trustee. The General Indenture, as so amended and supplemented, including by the Sixth Supplemental Indenture, is referred to herein as the "**Indenture**." The issuance, sale and delivery of the 2023 Bonds have been approved by the Board of Directors of the Authority. The issuance, terms and conditions of the 2023 Bonds have been approved by the Legislature of Guam. The sale of the 2023 Bonds has been approved by the Board of Directors of the Guam Economic Development Authority ("**GEDA**"). See "THE 2023 BONDS."

The Authority is issuing the 2023 Bonds for the purposes of (i) refunding all or a portion of the Authority's outstanding General Revenue Bonds, 2013 Series C (AMT) (the "**Refunded Bonds**"), (ii) funding the bond reserve account, and (iii) paying expenses incurred in connection with the issuance of the 2023 Bonds and the refunding of such Refunded Bonds. See "PLAN OF FINANCE."

Security and Sources of Payment for the Bonds

The 2023 Bonds are secured by a pledge of and a lien on Revenues (as defined herein), subject only to the prior payment of Operating and Maintenance Expenses (as defined herein), on a parity with any Bonds previously issued and outstanding under the Indenture and any additional Bonds or obligations that may be issued on a parity therewith under the Indenture (as further defined herein, "**Additional Bonds**"). The Refunded Bonds, the Authority's General Revenue Bonds, 2019 Series B (Taxable) (the "**2019 Series B Bonds**"), and the Authority's General Revenue Bonds, 2021 Series A (Taxable) (the "**2021 Bonds**") are collectively referred to herein as the "**Prior Bonds**." As of July 1, 2022, \$190,830,000 aggregate principal amount of the Authority's Prior Bonds were outstanding. The outstanding Prior Bonds, together with the 2023 Bonds and any Additional Bonds that may be issued in the future, are referred to in this Official Statement as the "Bonds."

The Bonds, including the 2023 Bonds, are not general obligations of the Authority, but are limited obligations payable solely from and secured by a pledge of Revenues under the Indenture. The Bonds are secured by a lien upon and pledge of Revenues to be received by the Authority, the Trustee or the Depositary, and the Indenture prohibits the issuance of any other prior lien bonds and any parity debt except parity debt issued or incurred in accordance with the Indenture. Neither the payment of the principal of the 2023 Bonds, nor any interest thereon, is a debt, liability or obligation of the Government.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Investment Considerations

There are important investment considerations and risks associated with the purchase of the 2023 Bonds. See "CERTAIN INVESTMENT CONSIDERATIONS" for a discussion of some of these considerations and risks.

Any one or more of the considerations and risks discussed, and others, could lead to a decrease in the market value and/or the liquidity of the 2023 Bonds. Potential purchasers of the 2023 Bonds are advised to review this Official Statement carefully.

Report of the Airport Consultant

The Authority has retained InterVISTAS Consulting, Inc. (the “**Airport Consultant**”) to prepare a Report of the Airport Consultant, dated [August 1], 2022 (the “**Airport Consultant Report**”), included as APPENDIX D to this Official Statement. **The Airport Consultant Report is not being prepared pursuant to the requirements for the issuance of a Series of Bonds under the Indenture (as described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Additional Bonds”) and, therefore, presents limited information with respect to the Authority and the Airport.** Such information includes, among other things, a discussion of the COVID-19 pandemic impact on global airport traffic and finances; the economic basis for airline traffic at the Airport; historical airline service, traffic and financial results; and projected airline traffic and financial results, including a “low-range” financial projection and a “high-range” financial projection consistent with projections of enplaned passengers for Fiscal Years 2022 through 2026, and corresponding assumptions.

The Airport Consultant Report does not present the same level of analysis or detailed information that would be presented for a report prepared pursuant to the requirements of the Indenture. The Airport Consultant Report should be read in its entirety. The Airport Consultant Report has not been and will not be revised subsequent to its date of publication ([August 1], 2022) to reflect the final terms of the 2023 Bonds. See “REPORT OF THE AIRPORT CONSULTANT” and APPENDIX D.

Continuing Disclosure

The Authority will covenant for the benefit of the holders and beneficial owners of the 2023 Bonds to provide annually certain financial information and operating data and to provide notice of certain enumerated events to assist the Underwriters in complying with the Securities and Exchange Commission’s Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. See “CONTINUING DISCLOSURE” and the form of Continuing Disclosure Agreement attached hereto as APPENDIX H.

Miscellaneous

Brief descriptions of the 2023 Bonds, the Authority and Guam and summaries of the Indenture, the form of Airline Operating Agreement and certain other documents are included in this Official Statement. Such descriptions and summaries do not purport to be comprehensive or definitive. All references herein to such documents and to any other documents, statutes, reports or other instruments described herein are qualified in their entirety by reference to each such document, statute, report or other instrument. Copies of such documents are available for inspection at the Administration Office of the A.B. Won Pat International Airport Authority, Guam, A.B. Won Pat Terminal, 355 Chalan Pasaheru, Route 10A, 3rd Floor, Tamuning, Guam 96931, during normal business hours, Monday through Friday, excluding Guam observed holidays.

The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made with respect hereto shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the Airport since the date hereof.

This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or owners of any of the 2023 Bonds.

COVID-19 PANDEMIC

The outbreak of the 2019 novel coronavirus (“**COVID-19**”), a respiratory disease caused by a new strain of coronavirus, has spread globally, including to Guam. For a discussion regarding the impact of COVID-19 on Guam, including, but not limited to, Guam’s economy, public safety measures taken to track and mitigate the spread of the

disease, vaccination efforts and federal relief funding, see APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—COVID-19 Pandemic.

The COVID-19 pandemic and corresponding domestic and international travel restrictions have resulted in a significant reduction in airline traffic and revenues at airports worldwide, including at the Airport. For a discussion of the COVID-19 pandemic impact on global airport traffic and finances, see APPENDIX D—REPORT OF THE AIRPORT CONSULTANT—COVID-19 Pandemic Impact on Global Airport Traffic and Finances. The following sections describe the impact of the COVID-19 pandemic and travel restrictions on the Airport’s operations and finances.

Airport Operations

As an essential business, the Airport was federally obligated to remain open despite the Government’s various stay-at-home orders and restrictions on government offices and businesses. In an effort to balance the task of maintaining essential air services and ensuring the wellbeing and safety of the Airport’s customers and employees, the Authority established its WE CARE Program in 2020. Under the WE CARE Program, the Authority undertook facility and service enhancement measures including, but not limited to, the following: establishing quarantine and testing protocols; implementing face masks and social distancing requirements; installing transparent barriers at all passenger processing and service points; installing automated equipment in restrooms; conducting thermal screening for all Airport staff and passengers; installing ultraviolet lights in all air handling units; and establishing enhanced cleaning and sanitizing practices, including frequent disinfection of terminal areas and equipment and electrostatic cleaning after the arrival and departure of each flight. Such measures were aligned with guidelines set forth by the Centers for Disease Control and Prevention (the “CDC”) and the Guam Department of Public Health and Social Services (the “DPHSS”), as well as the FAA’s Runway to Recovery framework to mitigate the spread of COVID-19. The Authority continues to follow enhanced cleaning and sanitizing practices; however, the Authority has relaxed the other facility and service enhancement measures under the WE CARE Program.

The WE CARE Program earned the Authority a “Safe Travel” designation established by the World Travel and Tourism Council, which recognizes government agencies and companies worldwide that have adopted global standardized protocols for health and hygiene. In addition, for calendar years 2020 and 2021, the Airport has received an airport health accreditation from the Airports Council International, which demonstrates that the Airport is prioritizing health and safety.

In addition, the Authority temporarily helped to mitigate the impact of the pandemic on the Airport’s airlines, concessionaires and other service providers in Fiscal Years 2020 and 2021. Such measures included, but were not limited to, the following: adjusting work schedules to ensure the availability of adequate but minimal services during active flight hours; providing economic relief options to airlines and tenants in accordance with FAA guidelines and regulations, as further described under “—Airport Finances”; implementing a reduction of over 20% in operating and maintenance costs for Fiscal Year 2020 as compared to the Fiscal Year 2020 budget, and continuing those reductions for Fiscal Year 2021; employing strict protocols to ensure procurement of essential supplies and services only; and consolidating Airport operations and restricting use of passenger gates and other facilities to reduce costs. The Authority also assessed its internal operations, designated essential personnel required onsite at the Airport to meet federal requirements and implemented teleworking protocols for non-essential personnel to minimize community spread of COVID-19.

The Authority currently offers COVID-19 testing for departing passengers and other airport users for a fee.

Annual Visitor Demand and Enplaned Passengers

Historically, Guam has been a major tourist destination, and the number of enplaned passengers at the Airport is highly correlated with the number of visitors, with inbound tourism accounting for approximately 90% of the total annual passengers at the Airport. In Fiscal Years 2020 and 2021, due to the COVID-19 pandemic, the Authority had its lowest activity in 30 years. Guam opened to tourism in May 2021, which included eliminating quarantine requirements for vaccinated incoming travelers.

Although total arrivals remain low as compared to Fiscal Year 2019 pre-pandemic levels, total visitor arrivals started to increase in Fiscal Year 2022. For the first three quarters of Fiscal Year 2022 (October 2021-June 2022) total visitor arrivals were approximately 109,961, an increase of approximately 220.2% from total visitor arrivals for the same period in Fiscal Year 2021. Similarly, although total enplanements remain low as compared to Fiscal Year 2019 pre-pandemic levels, total enplaned passengers for the first three quarters of Fiscal Year 2022 (October 2021-June 2022) were approximately 239,044, an increase of approximately []% from total enplaned passengers for the same period in Fiscal Year 2021.

For more information regarding historical visitor demand and enplaned passengers, the impact of the COVID-19 pandemic and global travel restrictions thereon, and projections of visitor demand and enplaned passengers, see APPENDIX D—REPORT OF THE AIRPORT CONSULTANT—Economic Basis for Airline Traffic at the Airport; Historical Airline Service and Traffic—Enplaned Passengers; and —Projected Airline Traffic—Projected Range of Enplaned Passengers.

Airline Service

In 2019 and the first two months of 2020, prior to the pandemic and related reduction in airline traffic and service, the Airport had airline service capacity of approximately 200,000 monthly departing seats. After February 2020, with the global spread of COVID-19 and government restrictions on travel, the Airport's airline service capacity declined to approximately 50,000 monthly departing seats, or approximately 25% of the pre-pandemic level. The reduced level of airline service remained at about the same level through the remainder of Fiscal Year 2020 and for all of Fiscal Year 2021, and has continued through most of Fiscal Year 2022.

In February 2020, all but one Signatory Airline, United Airlines, Inc. (“**United Airlines**”), temporarily suspended flight service as the Government implemented entry restrictions and quarantine protocols in response to the COVID-19 pandemic. As of June 30, 2022, all Signatory Airlines except Japan Airlines and China Airlines have resumed flight service. Japan Airlines is scheduled to resume flight service on August 4, 2022, and China Airlines is expected to resume flight service in Fiscal Year 2023.

In January 2020, there was an average of 35.8 daily flights scheduled at the Airport. In June 2022, there was an average of 11.0 daily flights among eight Signatory Airlines scheduled at the Airport. For September 2022, an average of 22.5 daily flights among nine Signatory Airlines are scheduled at the Airport, representing approximately 67% of pre-pandemic daily airline departures.

The level of scheduled airline service began to increase in June 2022, consistent with general global travel recovery trends and airlines resuming service to Guam. Scheduled airline service levels for the end of Fiscal Year 2022 are projected to be much closer to the pre-pandemic Fiscal Year 2019 levels; however, these are scheduled service levels, and not actual results for airline service or passengers, and there continues to be uncertainty regarding actual results through the end of Fiscal Year 2022 and continuing into Fiscal Year 2023. See APPENDIX D—Report of the Airport Consultant—Historical Airline Service and Traffic.

In addition, in April 2021, the U.S. Department of Transportation approved a petition from Starlux Airlines, a Taiwan-based air carrier, for airline service to the Airport. Starlux has announced plans to operate two charter flights on a trial basis from Taipei to Guam in mid-August 2022.

The Authority adopted the Airline Recovery Assistance and Incentivizing Service (“**RAISE**”) Program to incentivize and stimulate air service travel demand in anticipation of Guam's plans to safely re-open with the requirement of pre-arrival testing. The current RAISE Program, effective May 1, 2022 through September 30, 2022, offers a cumulative percentage discount of up to 25% of the operational rates for a minimum of one flight per week. It applies to all city destinations in the non-U.S., Asia-Pacific region with direct scheduled air service or scheduled on-demand air service to Guam.

For more detailed information regarding historical airline service and traffic and the impact of the COVID-19 pandemic thereon, and projections of airline service and traffic, see APPENDIX D—REPORT OF THE AIRPORT CONSULTANT—Historical Airline Service and Traffic.

Airport Finances

The Authority's audited financial statements for Fiscal Years 2021 and 2020 are set forth in APPENDIX C. Airline and nonairline revenue sources continued to decline in Fiscal Year 2021 due to the pandemic-related decline in airline traffic but such decline was substantially offset by federal reimbursement of operating expenses and debt service provided through the CARES Act, CRRSA Act and ARP Act, each as defined and further described herein.

Signatory Airline Revenue: Total revenues from Signatory Airlines in Fiscal Year 2020 and Fiscal Year 2021 were approximately \$18.7 million and \$6.2 million, respectively, a 45.1% decrease and an 81.9% decrease, respectively, from total revenues from Signatory Airlines in Fiscal Year 2019 of approximately \$34.0 million. In Fiscal Year 2020, the Authority granted a one-time waiver of 70% of the terminal building rental rate for each Signatory Airline from July 1, 2020 to September 30, 2020. The waiver was not subsequently extended. For details regarding the Airline Operating Agreements (as defined and further described herein), see "AGREEMENTS FOR USE OF AIRPORT FACILITIES—Airline Operating Agreements."

Nonairline Revenue: Total nonairline revenues in Fiscal Year 2020 and Fiscal Year 2021 were approximately \$25.9 million and \$17.6 million, respectively, a 28.5% decrease and 51.4% decrease, respectively from total nonairline revenues in Fiscal Year 2019 of approximately \$36.2 million.

In Fiscal Year 2020, the Authority waived the contractual minimum annual guarantee ("MAG") requirement for various concessionaires, including Lotte, Sissie Café, PacAir and the Rental Car Companies (each as defined and further described herein, and collectively, the "MAG Tenants"), and implemented a lower monthly rental requirement from April 2020 to September 2020. In addition, the Authority offered deferred rent for March, April and May 2020 to all tenants.

In Fiscal Year 2021, the Authority extended the MAG waiver for the MAG Tenants. In addition, the Authority offered deferred rent for October, November and December 2020 to the MAG tenants and waived interest on such deferred rent through September 1, 2021. The Authority also offered 50% deferred rent for March 2021 to August 2021 to non-terminal building tenants, waived interest on such deferred rent through September 30, 2021, and implemented a moratorium on evictions through September 30, 2021.

For Fiscal Year 2022, the Authority has further extended the MAG waiver for the MAG Tenants through December 2021, and is evaluating the need to extend the MAG waiver retroactively for the period beyond December 2021. In addition, the Authority offered deferred rent for October, November and December 2021 to the MAG tenants and waived interest on such deferred rent through September 30, 2022.

For details regarding the various concessionaire agreements, see "AGREEMENTS FOR USE OF AIRPORT FACILITIES—Passenger Terminal Building Concessions and Revenue Arrangements;—Non-Passenger Terminal Building Concessions and Revenue Arrangements." For additional details regarding non-terminal building leases, see "AGREEMENTS FOR USE OF AIRPORT FACILITIES—Other Agreements for Airport Facilities."

Passenger Facility Charge Revenue: Total Passenger Facility Charge ("PFC") revenues in Fiscal Year 2020 and Fiscal Year 2021 were approximately \$2.9 million and \$270,964, respectively, a 60.3% decrease and a 96.3% decrease, respectively, from total PFC revenues in Fiscal Year 2019 of approximately \$7.4 million.

Federal Reimbursement: Total grants from the federal government, including grants received under the CARES Act, CRRSA Act and ARP Act, in Fiscal Year 2020 and Fiscal Year 2021 were approximately \$15.1 million and \$20.4 million, respectively, significant increases from total grants from the federal government in Fiscal Year 2019 of approximately \$0.4 million. For more information, see "—Federal Aid" herein.

See also “REPORT OF THE AIRPORT CONSULTANT—Projected Debt Service Coverage” and APPENDIX D.

Operating Costs and Expenses: Total operating costs and expenses in Fiscal Year 2020 and Fiscal Year 2021 were approximately \$41.4 million and \$34.5 million, respectively an 8.5% decrease and an 23.0% decrease, respectively, from total operating costs and expenses in Fiscal Year 2019 of approximately \$44.9 million.

Fiscal Year 2022 Operating Budget and Fiscal Year 2022 Actuals (Year to Date)

The Authority adopted its budget for Fiscal Year 2022 in August 2021. Total operating revenues budgeted for Fiscal Year 2022 are approximately \$69.7 million, a 9.6% increase from total operating revenues budgeted for Fiscal Year 2021 of approximately \$63.6 million, and a 55.0% increase from actual total operating revenues for Fiscal Year 2021 of approximately \$44.9 million. As of June 30, 2022, total operating revenues for the first three quarters of Fiscal Year 2022 are approximately \$49.0 million (estimated).

Total operating expenses budgeted for Fiscal Year 2022 are approximately \$48.1 million, a 12.5% increase from total operating expenses budgeted for Fiscal Year 2021 of approximately \$42.8 million, and a 33.5% increase from actual total operation expenses for Fiscal Year 2021 of approximately \$36.0 million. As of June 30, 2022, total operating expenses for the first three quarters of Fiscal Year 2022 are approximately \$30.1 million (estimated).

Cash and Liquidity

Due to various factors, including lower passenger levels and rent waivers, the Airport’s levels of unrestricted cash and cash equivalents in funds and accounts established pursuant to the Indenture declined from a total of \$91.2 million in Fiscal Year 2019 (equivalent to 742 days cash on hand) to \$73.4 million in Fiscal Year 2020 (equivalent to 646 days cash on hand) and \$40.4 million in Fiscal Year 2021 (equivalent to 427 days cash on hand). The balance of such funds in Fiscal Year 2020 reflects receipt of approximately \$14.7 million in reimbursements under the CARES Act, and the balance of such funds in Fiscal Year 2021 reflects receipt of approximately \$19.9 million in reimbursements under the CARES Act, CRSSA Act and ARP Act. As of June 30, 2022, the Airport’s levels of unrestricted cash and cash equivalents was approximately \$33.7 million (equivalent to 306 days cash on hand). The balance of such funds reflects receipt of approximately \$5.0 million in reimbursements under the CARES Act, the CRRSA Act and the ARP Act (each as defined and further described herein).

In addition to its unrestricted cash and cash equivalents, the Airport also maintains restricted cash and cash equivalent funds established pursuant to the Indenture, which declined from a total of \$39.3 million in Fiscal Year 2019 to \$26.3 million in Fiscal Year 2020 and \$26.0 million in Fiscal Year 2021. As of June 30, 2022, the Airport’s levels of restricted cash and cash equivalents was approximately \$19.9 million. The amount of restricted cash and cash equivalents as of June 30, 2022 includes (i) approximately \$16.1 million in the Bond Reserve Fund, which secures the payment of principal and interest on the Prior Bonds, (ii) approximately \$2.8 million in the Debt Service Fund and (iii) approximately \$1.0 million in the Renewal and Replacement Fund, which may only be used to pay costs of unanticipated, unbudgeted or emergency repairs of and emergency replacements to the Airport.

Federal Aid

The federal government has passed three pieces of legislation providing financial stimulus and relief to individuals, businesses and organizations impacted by the pandemic, including: (i) the Coronavirus Aid, Relief and Economic Securities Act (the “**CARES Act**”) in March 2020, which provided approximately \$10 billion in government aid to U.S. airports, subject to certain conditions, including, but not limited to continued employment of at least 90% of airport staff through December 31, 2020; (ii) the Coronavirus Response and Relief Supplemental Appropriations Act (the “**CRRSA Act**”) in December 2020, which provided approximately \$2 billion in government aid to U.S. airports, including for relief from rent and minimum annual guarantees for eligible airport concessions; and (iii) the American Rescue Plan Act (the “**ARP Act**”) in March 2021, which provided approximately \$8 billion in government aid to U.S. airports, including for relief from rent and minimum annual guarantees for eligible airport concessions. Funds may be drawn on a reimbursement basis to pay for any purpose for which airport revenues can be lawfully used, including but not limited to, the payment of operating expenses and debt service.

Under the CARES Act, the Authority was allocated approximately \$20.7 million in grant funding; the Authority applied \$14.7 million of such funding to pay operating expenses and debt service in Fiscal Year 2020, and the remaining \$6.0 million of such funding to pay operating expenses and debt service in Fiscal Year 2021. Under the CRRSA Act, the Authority was allocated approximately \$6.0 million in grant funding and applied the full amount of such funding to pay operating expenses in Fiscal Year 2021. Under the ARP Act, the Authority has been allocated approximately \$15.8 million in grant funding; the Authority applied \$8.0 million of such funding to pay operating expenses and debt service in Fiscal Year 2021 and plans to apply the remaining \$7.8 million of such funding to pay operating expenses and debt service in Fiscal Year 2022.

In addition, the ARP established the Coronavirus State and Local Fiscal Recovery Funds to provide support to state, local and tribal governments. The Government has allocated \$15.0 million of such moneys to the Authority. The Authority plans to apply such funding to pay operating expenses, specifically personnel costs, in Fiscal Year 2022.

The federal government passed the Infrastructure Investment and Jobs Act (the “**IJA**”), also referred to as the Bipartisan Infrastructure Law (the “**BIL**”) in November 2021. The BIL provides approximately \$20 billion for airport capital projects over a five-year period (Fiscal Years 2022-2026). BIL grants are not eligible to pay airport operating expenses and debt service. Under the BIL, the Authority expects to receive approximately \$30 million for infrastructure development over the five-year period. As of June 30, 2022, the Authority has been allocated a total of approximately \$12.8 million in BIL funds for Fiscal Years 2022 and 2023 and plans to apply such funding to non-terminal building capital improvement projects.

For more information regarding federal aid, see APPENDIX D—REPORT OF THE AIRPORT CONSULTANT—Financial Framework—Federal Aid and “—Historical Financial Results—Federal Reimbursements.”

Funds received under the CARES Act, CRRSA Act and ARP Act are considered “Revenues” under the Indenture and can be used to satisfy the Rate Covenant. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Rate Covenant.”

For more information regarding state and local fiscal recovery fund aid, see APPENDIX D—REPORT OF THE AIRPORT CONSULTANT—Financial Framework—Federal Aid and “—Historical Financial Results—Federal Reimbursements.”

PLAN OF FINANCE

Authorization

The 2023 Bonds are authorized to be issued pursuant to the Act, and are being issued pursuant to the Indenture and certain approvals granted by the Board of Directors of the Authority, the Governor of Guam, the Legislature of Guam and the Board of Directors of GEDA.

Refunding Plan[†]

The 2023 Bonds are being issued by the Authority for the purposes of (i) refunding the Refunded Bonds, (ii) funding the bond reserve account, and (iii) paying expenses incurred in connection with the issuance of the 2023 Bonds and the refunding of such Refunded Bonds. The following table details the maturity dates, principal amount or sinking fund amount, expected redemption date, redemption price and CUSIP number of the Refunded Bonds which may be refunded with proceeds of the 2023 Bonds. The specific Refunded Bonds to be refunded will only be determined by the Authority at the time that the Authority and the Underwriters for the 2023 Bonds execute the forward delivery bond purchase contract for the 2023 Bonds. Until such time, all maturity dates, principal amounts or sinking fund amounts to be selected for refunding and redemption dates and will remain subject to change by the Authority in its sole discretion.

[†] Preliminary, subject to change.

Refunding Candidates*

Series	Maturity Date	Interest Rate	Principal Amount to be Refunded*	Redemption Date	Redemption Price (% of Principal)	CUSIP Number
2013 Series C	10/1/2034 [†]	6.250%	\$14,255,000	10/1/2023	100	40064RDN6
2013 Series C	10/1/2034 [†]	6.000	5,695,000	10/1/2023	100	40064RDP1
2013 Series C	10/1/2043 [†]	6.125	4,460,000	10/1/2023	100	40064RDQ9
2013 Series C	10/1/2043 [†]	6.375	19,090,000	10/1/2023	100	40064RDK2

[†] Bifurcated Maturity

A portion of the proceeds of the 2023 Bonds, together with other available funds of the Authority, are to be irrevocably deposited on the Delayed Delivery Date into an escrow fund (or one or more accounts therein) (the “**Escrow Fund**”) to be created and established by the Co-Trustee, as escrow agent (the “**Escrow Agent**”), pursuant to an escrow agreement (the “**Escrow Agreement**”). The amounts so deposited in the Escrow Fund will be held as cash, uninvested, and/or used to purchase certain securities (the “**Escrow Securities**”) in accordance with the requirements of the Indenture, the principal of and interest on which (together with any initial cash deposit), will be sufficient to pay when due the redemption price of the Refunded Bonds listed above maturing on and after October 1, 2023, to be redeemed on such date (the “**Redemption Date**”). Upon such deposit in the Escrow Fund in accordance with the provisions of the Escrow Agreement and satisfaction of certain other conditions, all liability of the Authority in respect of such Refunded Bonds will cease, terminate and be completely discharged and the owners thereof shall thereafter be entitled only to payment out of the Escrow Fund.

The mathematical accuracy of certain computations relating to the sufficiency of the cash and/or Escrow Securities and the interest thereon together with other available moneys to be irrevocably deposited in the Escrow Fund to pay the scheduled principal, redemption price of and interest on, as applicable, the Refunded Bonds to be refunded with proceeds of the 2023 Bonds will be verified at the time of delivery of the 2023 Bonds by [Verification Agent]. See “VERIFICATION OF ESCROW.”

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the 2023 Bonds, together with other available funds, are expected to be applied as follows:

	<u>2023 Bonds</u>
Sources:	
Principal Amount of 2023 Bonds	
[Net] Original Issue [Premium/Discount]	
Authority contribution ⁽¹⁾	
[2013 Bond Reserve Account]	
Total Sources	<hr/>
Uses:	
Escrow Fund	
Deposit to Bond Reserve Account	
Costs of Issuance ⁽²⁾	
Total Uses	<hr/>

⁽¹⁾ Expected to be derived from excess funds released from Debt Service Fund.

⁽²⁾ Includes Underwriters' discount, Trustee, Co-Trustee and Escrow Agent fees, municipal advisor fees, verification agent fees, legal fees and expenses, rating agency fees, printing costs and other miscellaneous costs of issuance.

THE 2023 BONDS

General

Capitalized terms used in this section that are not otherwise defined shall have the meanings set forth in APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE.

When issued, the 2023 Bonds will be dated their date of delivery and will bear interest at the rates per annum and will mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. Interest on the 2023 Bonds will be payable on April 1 and October 1 of each year, commencing October 1, 2023 (each, an “**Interest Payment Date**”). Interest will accrue on the 2023 Bonds on the basis of a 360-day year comprised of twelve 30-day months. Each 2023 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, except that (1) 2023 Bonds authenticated during the period from the Record Date immediately preceding an Interest Payment Date to such Interest Payment Date, inclusive, will bear interest from such Interest Payment Date, and (2) 2023 Bonds registered on or prior to the Record Date for the first Interest Payment Date for the 2023 Bonds will bear interest from their date; provided, however, that if interest on the 2023 Bonds then Outstanding shall be in default at the time of authentication of any 2023 Bond, such 2023 Bond will bear interest from the date to which interest has previously been paid or made available for payment on the 2023 Bonds then Outstanding.

The 2023 Bonds will be issued in denominations of \$5,000 and integral multiples thereof and will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company (“**DTC**”), New York, New York. DTC will act as securities depository for the 2023 Bonds. Individual purchases may be made only in book-entry form, and purchasers will not receive certificates representing their interest in the 2023 Bonds purchases. Except as described under “TAX MATTERS,” so long as Cede & Co. is the registered owner of the 2023 Bonds, as nominee of DTC, references herein to “Bondholders” or to “registered owners” of the 2023 Bonds mean Cede & Co. and not the Beneficial Owners of the 2023 Bonds. In this Official Statement, the term “**Beneficial Owner**” means the person for whom a DTC participant acquires an interest in the 2023 Bonds.

So long as DTC, or its nominee Cede & Co. (or such other nominee as an authorized officer of DTC may request) is the registered owner of the 2023 Bonds, payments of the principal of and interest on the 2023 Bonds are

to be made directly to DTC, which, in turn, is to remit such amounts to the Direct and Indirect Participants (as defined herein) for subsequent distribution to the Beneficial Owners. See APPENDIX G—DTC AND ITS BOOK-ENTRY SYSTEM.

Redemption of the 2023 Bonds

Extraordinary Optional Redemption. The Indenture provides that the Authority shall have the right, on any date, to redeem the 2023 Bonds, as a whole, or in part by lot within a maturity, so that the reduction in Annual Debt Service for the 2023 Bonds for each Bond Year after such redemption date shall be as nearly proportional as practicable, from and to the extent of proceeds received by the Authority due to a governmental taking of the Airport or portions thereof by eminent domain proceedings, if such amounts are not used for additions, improvements or extensions to the Airport, under the circumstances and upon the conditions and terms set forth in the Indenture, at the principal amount thereof to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

Optional Redemption. The 2023 Bonds maturing on or after October 1, 20__ are subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available moneys, on any date on or after October 1, 20__, as a whole, or in part by such maturity or Mandatory Sinking Account Payment as may be determined by the Authority (or by lot within a maturity in the absence of such a determination), at a Redemption Price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The 2023 Bonds maturing on October 1, 20__ (the “**20__ Term Bonds**”) are subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in the Indenture, such 20__ Term Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such 20__ Term Bonds, in the amounts and on October 1 in the years set forth below:

Mandatory Sinking Account Payments for
20__ Term Bonds Due October 1, 20__

Year	Amount
------	--------

† Maturity

The 2023 Bonds maturing on October 1, 20__ (the “**20__ Term Bonds**”) are subject to redemption prior to their stated maturity in part, by lot, from Mandatory Sinking Account Payments established for such maturity, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in the Indenture, such 20__ Term Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such 20__ Term Bonds, in the amounts and on October 1 in the years set forth below:

Mandatory Sinking Account Payments for
20__ Term Bonds Due October 1, 20__

Year	Amount
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† Maturity

The 2023 Bonds designated as Term Bonds and subject to mandatory sinking fund redemption will be subject to the applicable redemption provisions set forth in the Indenture. See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Redemption.

Selection of 2023 Bonds for Redemption. Except as otherwise provided above, if less than all of the 2023 Bonds of a maturity are to be redeemed, the Co-Trustee shall select the 2023 Bonds to be redeemed, from the Outstanding 2023 Bonds of such maturity not previously called for redemption, on a pro rata basis from such maturity or Mandatory Sinking Account Payments within such maturity. The remaining Mandatory Sinking Account Payments for such Term Bond shall be reduced pro rata. The Co-Trustee shall send notice to DTC in accordance with the rules and procedures of DTC to accomplish any pro rata redemption. Notwithstanding the foregoing, if the 2023 Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of the 2023 Bonds, if less than all of the 2023 Bonds are called for redemption, the selection for redemption of such 2023 Bonds shall be made in accordance with the operational arrangements of such securities depository then in effect, which may differ from the aforementioned provisions for the selection for redemption of 2023 Bonds. Any deviation from the methods of selection described herein by DTC, any DTC participants or any other intermediary in accordance with such operational arrangements shall not affect the sufficiency or the validity of the redemption of such 2023 Bonds, and none of the Authority, the Trustee or the Co-Trustee will have any responsibility therefor.

Notice of Redemption. Notice of redemption (except as otherwise provided in the Indenture) shall be given, not less than thirty (30) nor more than sixty (60) days before the date fixed for redemption, by first class mail to each of the registered owners of the 2023 Bonds designated for redemption at their addresses appearing on the Bond registration books of the applicable Registrar on the date the 2023 Bonds to be redeemed are selected. Each notice of redemption shall state the redemption date, the place or places of redemption, the Series and maturities to be redeemed, and, if less than all of any such maturity, the numbers of the 2023 Bonds of such maturity to be redeemed and, in the case of 2023 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed, and shall also state that on said date there will become due and payable on each of said 2023 Bonds the Redemption Price thereof or of said specified portion of the principal thereof in the case of a 2023 Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such 2023 Bonds be then surrendered, with a written instrument of transfer duly executed by the registered owner thereof or by such registered owner’s attorney duly authorized in writing. No defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of such 2023 Bonds. Each notice of redemption shall also state the CUSIP number, date of issue and interest rate on each 2023 Bond, or portion thereof,

to be redeemed, and shall include the redemption agent name and address; provided, however, that failure to include any of such information in any redemption notice, or any inaccuracy in any such information, shall not affect the sufficiency of the proceedings for redemption of any 2023 Bonds.

The Authority may, at its option, prior to the date fixed for redemption in any notice of redemption, rescind and cancel such notice of redemption.

Defeasance

Pursuant to the General Indenture, upon the deposit with the Trustee, in trust, at or before maturity of the Bonds, of money or Federal Securities in the necessary amount to pay or redeem Outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in the Indenture or provision satisfactory to the Trustee has been made for the giving of such notice, then all liability of the Authority in respect of such Bonds will cease, terminate and be completely discharged and the Owners thereof will thereafter be entitled only to payment out of the money or Federal Securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of the Indenture relating to payment of Bonds after the discharge of Indenture. See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Defeasance.

Trustee, Co-Trustee, Registrar and Paying Agent

The Bank of Guam has been appointed to act as the Trustee for the Bonds, including the 2023 Bonds, and U.S. Bank Trust Company, National Association has been appointed to act as Co-Trustee, registrar (the “**Registrar**”) and paying agent (the “**Paying Agent**”) for the Bonds, including the 2023 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Pledge of Revenues

The Bonds are limited obligations of the Authority and are payable solely from, and secured solely by, a lien on and pledge of, the Revenues. Pursuant to the Indenture, the Authority has pledged all of the Revenues, subject only to the provisions of the Indenture permitting the application thereof for or to the purposes and on the terms and conditions set forth in the Indenture, to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms and the provisions of the Indenture and the payment of Credit Agreement Payments and Parity Payment Agreement Payments in accordance with their terms. The Indenture provides that such pledge constitutes a first lien on and security interest in the Revenues and will attach, be perfected and be valid and binding from and after delivery of the first Series of Bonds issued under the General Indenture, without any physical delivery of such Revenues or further act.

As defined in the Indenture, the “Revenues” include all gross income and revenue received by the Authority from the ownership or operation of the Airport, including all rents, fees and charges received by the Authority for the use of the Airport, all Payment Agreement Receipts, all proceeds of insurance or grants covering business interruption loss (and related losses and expenses) relating to the Airport, and all investment income which is available for the purposes for which Revenues are used under the Indenture (other than investment income from the Construction Accounts, the Capital Improvement Fund or the Rebate Fund), but do not include: (1) amounts received as insurance proceeds (except as described above) or from the sale, transfer or other disposition of, or upon the taking by or under the threat of eminent domain of, all or any part of the Airport (which moneys shall be received and disposed of pursuant to the Indenture); (2) proceeds from any securities issued by the Authority or proceeds from loans obtained by the Authority; (3) amounts derived from any Special Facility and which are pledged or assigned as security for the payment of indebtedness incurred to finance such Special Facility; (4) the proceeds of any court or arbitration award or settlement in lieu thereof received by the Authority; (5) amounts received by the Authority as gifts or as grants (except as described above), whether restricted or unrestricted; and (6) other amounts (except as described above), the use of which is restricted by the donor or grantor.

In addition, the Indenture provides that the proceeds of any PFC are to be treated as Revenues for the purposes of the Indenture, including the pledge of Revenues in the Indenture, but are required to be used under the Indenture only to the extent and for the purposes that such proceeds are permitted to be used by federal law or regulation. See “CERTAIN FUNDING SOURCES—Passenger Facility Charges.”

The Authority has covenanted in the Indenture that, so long as any Bonds are outstanding, the Authority will not issue any bonds or obligations payable from Revenues or secured by a pledge, lien or charge upon Revenues prior to or on a parity with the Bonds, any Parity Agreement Payments, and any Credit Agreement Payments, other than the Bonds, any Parity Agreement Payments and any Credit Agreement Payments.

The ability of the Authority to pay principal of and interest on the Bonds will depend upon the receipt by the Authority of sufficient Revenues. If Revenues and amounts available in the funds and accounts under the Indenture are insufficient to pay the principal of and interest on the 2023 Bonds, no other source of repayment exists. The Authority has no taxing power.

Flow of Funds

The Indenture requires the Authority to deposit all Revenues upon receipt in the General Revenue Bond Revenue Fund (the “**Revenue Fund**”), and provides that upon such receipt, such Revenues immediately become subject to the lien and pledge of the Indenture. Pursuant to the Indenture, on or before the fifth day of each calendar month, the Depositary is required to transfer from the Revenue Fund (to the Trustee as necessary) for deposit into the following funds and accounts in the following order of priority, the following amounts (including the making up of any deficiencies in any such fund or account resulting from lack of Revenues sufficient to make any earlier required deposit):

(A) into the Operation and Maintenance Fund, an amount equal to the amount of Operation and Maintenance Expenses budgeted by the Authority to be paid from Revenues during the next succeeding calendar month plus the amount of any Other Credit Agreement Payments, if any, then due and payable or to become due and payable during such month not otherwise included in such amount;

(B) into the Debt Service Fund, the amount necessary to increase the amount in the Debt Service Fund to the aggregate amount for all Outstanding Bonds of all unpaid interest, principal and Mandatory Sinking Account Payments and for all Outstanding Parity Payment Agreements, if any, of all Parity Payment Agreement Payments with respect thereto and for all Outstanding Credit Agreements, if any, of all Credit Agreement Reimbursement Payments due and payable to the extent not otherwise included in such amount, as described in (1) through (5) below (after taking into account amounts transferred and to be transferred from any Construction Account to pay Capitalized Interest and any amounts to be transferred to the Debt Service Fund from the Revenue Fund representing payments required to be paid by a Qualified Counterparty on or prior to an Interest Payment Date pursuant to an Outstanding Payment Agreement related to any Bonds):

(1) for current interest Bonds, an amount equal to the amount of interest payable on any Interest Payment Date in equal monthly amounts over the applicable Interest Accrual Periods for the Bonds ending on the Interest Payment Date or, in the case of Variable Rate Bonds, an amount equal to 110% of the amount of interest accrued during the next preceding calendar month less any excess deposited for the next preceding calendar month;

(2) for Bonds bearing interest on a deferred compounded basis, the amount of interest payable on any Interest Payment Date in substantially equal monthly amounts over the period during which such interest accrues;

(3) the amount of the principal of each Bond in equal monthly amounts over the Principal Payment Period for such Bond ending on the maturity date for such Bond;

(4) the amount of each Mandatory Sinking Account Payment for Bonds in equal monthly amounts over the Principal Payment Period for such Bonds ending on the date such Mandatory Sinking Account Payment is due;

(5) the amount of any Parity Payment Agreement Payment payable on any Payment Agreement Payment Date (a) in the case of such payments calculated based on a fixed rate, in equal monthly installments over the Payment Agreement Payment Accrual Period for such Payment Agreement Payment ending on such Payment Agreement Payment Date and (b) in the case of such payments calculated based on a variable rate, in monthly installments equal to 110% of the amount of such obligation accrued during the next preceding calendar month less any excess deposited for the next preceding calendar month; and

(6) to the extent not otherwise included in the amounts described in (1) through (5) above, the amount of any Credit Agreement Reimbursement Payment due and payable;

(C) into the Bond Reserve Fund (and into each Bond Reserve Account), the amount, if any, needed to increase the amount in each Bond Reserve Account to its Bond Reserve Account Requirement as of the date of such transfer (see “—Bond Reserve Fund” for a discussion of the circumstances under which the Authority is permitted under the Indenture to make a monthly deposit to a Bond Reserve Account that is less than the amount necessary to increase the amount therein to the Bond Reserve Account Requirement);

(D) into the Subordinate Securities Fund (and any accounts therein), the amount, if any, needed to increase the amount in such Fund and each such account to its requirement (including any requirements for reasonable debt service reserves and requirements related to Payment Agreements that constitute Subordinate Securities);

(E) into the Operation and Maintenance Reserve Fund, the amount, if any, needed to increase the amount in the Operation and Maintenance Reserve Fund to an amount equal to one-fourth (1/4) of the total Operation and Maintenance Expenses budgeted by the Authority for the then-current Fiscal Year;

(F) into the Renewal and Replacement Fund, the amount, if any, needed to increase the amount in the Renewal and Replacement Fund to an amount equal to the greater of \$1,000,000 or such amount as may be established by Request of the Authority; and

(G) into the Capital Improvement Fund, the balance remaining in the Revenue Fund after the deposits described above have been made.

The Interest Accrual Periods and Principal Payment Periods for a Series of Bonds are established in the Supplemental Indenture providing for the issuance of such Series of Bonds. As set forth in the Sixth Supplemental Indenture, the Principal Payment Period for the 2023 Bonds is the 12 calendar months next preceding a principal payment date, and the Interest Accrual Period for the 2023 Bonds is six calendar months, in each case beginning on the next preceding Interest Payment Date. The Authority may in the future establish different Principal Payment Periods and Interest Accrual Periods for Additional Bonds.

The Indenture provides that, in the event that the amount in any Fund or Account is insufficient for the purposes for which such Fund or Account was established, the Trustee, the Co-Trustee or the Depositary, or the Depositary upon the direction of the Trustee, is required to transfer to such Fund or Account the amount of such deficiency by withdrawing said amount from subordinate Funds and Accounts in reverse order of the priority described above and prior to any other claims upon such Funds and Accounts, subject only to the limitation that amounts in each Bond Reserve Account are only be used as provided in the Indenture.

Pursuant to the Airline Operating Agreements, Revenues deposited to the Capital Improvement Fund are to be deposited into the following accounts in the following amounts and order of priority:

(A) into the PFC Capital Account, an amount equal to the net PFC proceeds in excess of that amount used to fund debt service on Bonds, the proceeds of which were used to finance PFC projects, plus interest on PFC funds; and

(B) into the Capital Improvement Account, all remaining amounts, such amounts to be deposited (1) to the Other Available Moneys Coverage Subaccount in an amount equal to the lesser of (a) 50% of the deposit to the Capital Improvement Account or (b) debt service coverage for such Fiscal Year, such amount to be carried forward and applied in the succeeding Fiscal Year in accordance with provisions of the Indenture described in (A) through (G) above and as a basis for determining credits to the rates and fees established pursuant to the Airline Operating Agreement; and (2) to the Capital Improvements Subaccount, all remaining amounts in the Capital Improvement Account.

See “AGREEMENTS FOR USE OF AIRPORT FACILITIES—Airline Operating Agreements,” APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE and APPENDIX B—SUMMARY OF THE FORM OF SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE for definitions of the capitalized terms used above and descriptions of certain of the Funds and Accounts referenced above.

Rate Covenant

The Authority has covenanted in the Indenture to at all times fix, prescribe and collect rents, fees and charges in connection with the services and facilities furnished by the Airport which will be sufficient to yield (i) Revenues during each Fiscal Year equal to at least the aggregate amount of all transfers required to be made pursuant to the provisions of the Indenture described above under “– Flow of Funds” in categories (A) through (F) for such Fiscal Year and (ii) the sum of Net Revenues plus Other Available Moneys during each Fiscal Year equal to at least 1.25 times the Aggregate Annual Debt Service for such Fiscal Year (collectively, the “**Rate Covenant**”).

The Indenture provides that if at the end of a Fiscal Year, (i) the sum of Net Revenues plus Other Available Moneys for such Fiscal Year were less than 1.25 times Aggregate Annual Debt Service for such Fiscal Year, or (ii) Revenues were less than the aggregate amount of all required transfers described above under “– Flow of Funds” in categories (A) through (F) for such Fiscal Year, the Authority is required to promptly employ an Airport Consultant to make recommendations as to a revision of rates, fees and charges or the methods of operation of the Airport, and promptly upon its receipt of such recommendations, to revise such rates, fees and charges or methods of operation and to take such other actions as will be in conformity with such recommendations, subject to applicable requirements or restrictions imposed by law and subject to a good faith determination of the Board of Directors of the Authority that such recommendations, in whole or in part, are in the best interests of the Authority, the Owners and each Credit Provider, if any. The Indenture provides that if the Authority complies in all material respects with the reasonable recommendations of the Airport Consultant, or makes a good faith determination that such recommendations are not in the best interests of the Authority, the Authority will be deemed to have complied with the Rate Covenant for such Fiscal Year; provided, that Net Revenues are in no event less than Aggregate Annual Debt Service for such Fiscal Year.

“**Net Revenues**” is defined in the Indenture to mean, for any particular period, all of the Revenues (other than Payment Agreement Receipts) received during such period less all Operation and Maintenance Expenses of the Airport incurred during such period.

“**Operation and Maintenance Expenses**” means (i) the reasonable and necessary direct and indirect costs of providing the administration, operation and maintenance of the Airport, including, but not limited to, salaries and wages, costs of insurance or other provision for retirement of officers and employees of the Authority (to the extent that said costs are allocated to the expense account of the Airport, as opposed to the capital account of the Airport, in conformity with generally accepted accounting principles), fees for services, costs of materials, supplies and fuel, expenses of maintenance and repairs and other expenses necessary to maintain and preserve the Airport in good condition and working order, costs of administration, overhead, insurance (including self-insurance being maintained in accordance with this Indenture), taxes (if any) and other similar items, lawful refunds, judgments and assessments, costs of defending or settling litigation or threatened litigation, Costs of Issuance not paid from the proceeds of Bonds, and expenses of the Fiduciaries, Credit Providers, Independent Certified Public Accountants,

Airport Consultants and Consulting Engineers and payments to the United States of America under Section 148(f) of the Code; but not including depreciation and obsolescence charges or reserves therefor, amortization of intangibles or other bookkeeping entries of a similar nature, costs of Capital Improvements which are chargeable to a capital account or to a reserve for depreciation, and charges for the payment of principal and interest on any bonds or other obligations heretofore or hereafter issued by the Authority and (ii) to the extent not included in (i), Other Credit Agreement Payments.

“Other Available Moneys” is defined in the Indenture to mean for any Fiscal Year the amount designated by the Authority of unencumbered moneys on deposit in the Capital Improvement Fund at the end of the prior Fiscal Year, but in no event will such amount exceed 25% of the Aggregate Annual Debt Service for such Fiscal Year.

“Fiscal Year” is defined in the Indenture to mean the period beginning on October 1 of each year and ending on the next succeeding September 30, or such other fiscal year as may be adopted by the Authority.

See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Certain Definitions and —Summary of Certain Provisions of the General Indenture—Certain Covenants—Rate Covenant.

Bond Reserve Fund

The Indenture establishes the Bond Reserve Fund to secure the payment of principal and interest on Bonds secured by Bond Reserve Accounts in the Bond Reserve Fund, and provides that separate Bond Reserve Accounts may be created within the Bond Reserve Fund for any Series of Bonds. All amounts in each Bond Reserve Account are to be used and withdrawn by the Trustee solely for the purpose of paying debt service on the related Series of Bonds (including Payment Agreement Payments to the extent provided in any Supplemental Indenture) for which such Bond Reserve Account was established in the event of a deficiency in the Debt Service Fund, in the manner and to the extent set forth in the Indenture. So long as the Authority is not in default under the Indenture, any amount in any Bond Reserve Account in excess of its Bond Reserve Account Requirement is to be transferred to the Revenue Fund.

“Bond Reserve Account Requirement” is defined in the Indenture to mean, as of any particular date of calculation with respect to any Series of Bonds for which a Bond Reserve Account Requirement is established, an amount equal to the amount calculated for such date as specified by the Supplemental Indenture providing for the issuance of such Series of Bonds.

In connection with the issuance of Additional Bonds such as the 2023 Bonds, the Indenture permits the Authority to establish a Bond Reserve Account Requirement for such Series, if any, and if so established, whether the Bond Reserve Account Requirement will apply only to one Series or on a pooled basis.

Pursuant to the Supplemental Indenture providing for the issuance on September 12, 2013, of the Authority’s 2013 Bonds (the **“Third Supplemental Indenture”**), the Authority established within the Bond Reserve Fund the 2013 Bond Reserve Account as a pooled reserve account to secure the payment of the Authority’s 2013 Bonds and any Additional Bonds designated as **“2013 Bond Reserve Account Bonds”** in the Third Supplemental Indenture. The Bond Reserve Account Requirement for the 2013 Bonds and any Additional Bonds designated as 2013 Bond Reserve Account Bonds (the **“2013 Bond Reserve Account Requirement”**) is defined in the Third Supplemental Indenture to mean an amount equal to the lesser of (i) Maximum Annual Debt Service on all Outstanding 2013 Bond Reserve Account Bonds, (ii) one hundred and twenty-five percent (125%) of average Annual Debt Service on all Outstanding 2013 Bond Reserve Account Bonds or (iii) the Bond Reserve Account Requirement for the 2013 Bond Reserve Account Bonds in effect immediately prior to the issuance of the most recently issued Series of 2013 Bond Reserve Account Bonds, plus the Tax Maximum calculated with respect to such Series of 2013 Bond Reserve Account Bonds. For the avoidance of doubt, when calculating the Bond Reserve Account Requirement to apply immediately following the issuance of an additional Series of 2013 Bond Reserve Account Bonds, the amount described in clause (iii) above is to be calculated using the Bond Reserve Account Requirement for the 2013 Bond Reserve Account Bonds in effect immediately prior to such issuance, plus the Tax Maximum calculated with respect to such additional Series of 2013 Bond Reserve Account Bonds.

As defined in the Third Supplemental Indenture, “**Tax Maximum**” means, for any Series of Bonds, the lesser of: (i) maximum annual principal and interest required to be paid in any Fiscal Year on such Series; (ii) one hundred and twenty-five percent (125%) of average principal and interest required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding; and (iii) ten percent (10%) of the principal amount of such Series (or ten percent (10%) of the issue price of the Series if the issue of Bonds of which the Series are a part is sold with more than a de minimis amount (2%) of original issue premium or discount).

Pursuant to the Fourth Supplemental Indenture, the 2019 Series B Bonds were designated as 2013 Bond Reserve Account Bonds and, pursuant to the Fifth Supplemental Indenture, the 2021 Bonds were designated as 2013 Bond Reserve Account Bonds. The Sixth Supplemental Indenture designates the 2023 Bonds as 2013 Bond Reserve Account Bonds. Upon the issuance of the 2023 Bonds, the 2013 Bond Reserve Account Requirement will be approximately \$_____.

The Bond Reserve Account for a Series of Additional Bonds is to be funded on the date of issuance of such Additional Bonds at the applicable Bond Reserve Account Requirement. The Indenture provides, however, that if the amount of the Bond Reserve Account Requirement for such Series of Additional Bonds is in excess of the amount that may be deposited in the Bond Reserve Fund from the proceeds of such Additional Bonds consistent with Section 148 of the Code (or any applicable successor or similar provision), the Supplemental Indenture providing for the issuance of such Additional Bonds may provide that the amount needed in excess of the amount of proceeds available for such purpose be made up from Revenues deposited in scheduled monthly amounts over the period from the date of issuance of such Additional Bonds through the Interest Payment Date for such Additional Bonds next succeeding the projected Date of Beneficial Occupancy of any Project financed by such Additional Bonds.

If and to the extent provided by a Supplemental Indenture authorizing the issuance of a Series of Bonds, the Bond Reserve Account Requirement for such Series, if any, may be wholly or partially satisfied by a Credit Facility. Notwithstanding anything to the contrary contained in the Indenture, such Supplemental Indenture may also provide that if a drawing or other claim on such Credit Facility is honored, amounts available for deposit pursuant to the provisions of the Indenture relating to allocation of Revenues to the Bond Reserve Fund, in the applicable Bond Reserve Account will be applied by the Trustee to reimburse, as soon as practicable, the amount of each payment honoring such drawing or other claim.

See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Funds and Accounts—Bond Reserve Accounts.

The amounts on deposit in the Bond Reserve Account originally securing the Authority’s General Revenue Bonds, 2003 Series A, 2003 Series B, 2003 Series C and 2003 Series D (Taxable) (collectively, the “**2003 Bond Reserve Account**”), were invested pursuant to an Investment Agreement, dated October 30, 2003 (the “**Investment Agreement**”), by and among Natixis Funding Corp., formerly known as CDC Funding Corp. (the “**Provider**”), the Co-Trustee, as the successor in interest to the Bank of Hawaii, and the Authority. Pursuant to the Investment Agreement, the Co-Trustee is required to invest the amounts on deposit in the 2003 Bond Reserve Account with the Provider, and the Provider is required to pay to the Co-Trustee earnings on such amounts at a rate of 4.96% per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months. The Investment Agreement is scheduled to terminate on the business day immediately prior to October 1, 2023, unless earlier terminated in accordance with its provisions. The Investment Agreement provides in part that in the event of a redemption, defeasance or refunding in whole or in part of the bonds to which the Investment Agreement relates, at the option of the Authority, amounts deposited in the debt service reserve fund for the refunding bonds may be invested under the Investment Agreement, provided that the maximum amount the Provider is obligated to receive for investment shall not exceed \$18,045,950 (being the amount of the initial investment made for the 2003 Bond Reserve Account), less the aggregate amount of certain withdrawn amounts in accordance with the Investment Agreement. In 2013, the remaining outstanding 2003 Bonds were defeased and/or refunded in full with proceeds of the 2013 Bonds, the debt service reserve established for the 2013 Bonds was invested in the Investment Agreement, and a corresponding withdrawal was made, leaving \$9,549,194.01 invested under the Investment Agreement. In 2019, a portion of the 2013C Bonds were defeased and/or refunded, and the Authority exercised its option to invest amounts on deposit in the debt service reserve fund relating to the 2019 Bonds under the Investment Agreement. In 2021, all of the

remaining outstanding 2013A Bonds, 2013B Bonds and 2019A Bonds, and a portion of the remaining outstanding 2013C Bonds and 2019B Bonds were defeased and/or refunded, and the Authority exercised its option to invest amounts on deposit in the debt service fund relating to the 2021 Bonds under the Investment Agreement. The Authority will make the same election in connection with the issuance of the 2023 Bonds. As of June 30, 2022, \$[] principal amount remains invested under the Investment Agreement.

The payment obligations of the Provider under the Investment Agreement are guaranteed by the Guarantee, dated as of July 1, 2001 (the “**Guarantee**”), issued by CDC Finance-CDC IXIS (the “**Guarantor**”). The Guarantor is a corporation (société anonyme) governed by French law. The Investment Agreement provides that if the ratings of the long-term, senior unsecured debt obligations of the Guarantor are suspended, withdrawn or rated below “AA-” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“**S&P**”), or below “Aa3” by Moody’s Investors Service, Inc. (“**Moody’s**”) (in either case, a “**Ratings Event**”), the Provider is required to provide notice of such Ratings Event to the Co-Trustee and, at the direction of the Co-Trustee on behalf of the Authority, to take one of the following actions: (i) post collateral in accordance with the requirements of the Investment Agreement; (ii) deliver a replacement guaranty satisfying the requirements of the Investment Agreement (a “**Replacement Guaranty**”) of a replacement guarantor satisfying the requirements of the Investment Agreement (a “**Replacement Guarantor**”) satisfactory to the Co-Trustee and the Authority whose long-term, senior unsecured debt obligations or claims paying ability are rated no less than “AA-” by S&P and “Aa3” by Moody’s (the “**Minimum Ratings Requirement**”); or (iii) transfer the Investment Agreement and the Provider’s rights and obligations thereunder to an entity reasonably satisfactory to the Co-Trustee and the Authority who (or whose guarantor) satisfies the Minimum Ratings Requirements. If the Provider fails to take such action within the required time, and if the Ratings Event is continuing, the Co-Trustee, if so directed by the Authority, is to direct the Provider to repay the entire principal balance of the investment then on deposit, together with all unpaid earnings thereon. The Investment Agreement provides further that if the ratings of the long-term, senior unsecured debt obligations of the Guarantor are suspended, withdrawn or rated below “A-” by S&P or below “A3” by Moody’s (in either case, a “**Special Ratings Event**”), the Provider is required to provide notice of such Special Ratings Event to the Co-Trustee and, at the direction the Co-Trustee on behalf of the Authority, to repay the entire principal balance of the investment then on deposit, together with all unpaid earnings thereon, terminating the Investment Agreement.

Additional Bonds

The General Indenture permits the Authority to issue Additional Bonds secured on a parity with the Bonds, including the 2023 Bonds, upon the satisfaction of the requirements set forth in the Indenture, including, among other things, the delivery to the Trustee of the following certificates:

(A) a certificate of the Authority (i) setting forth for the last complete Fiscal Year or any period of 12 consecutive calendar months out of the 18 calendar months next preceding the original issuance of such Series of Additional Bonds, the Revenues, Other Available Moneys, Net Revenues, uses of Revenues and Aggregate Annual Debt Service for such Fiscal Year or 12-month period, and (ii) demonstrating that for such Fiscal Year or 12-month period (I) Revenues at least equaled all transfers required to be made pursuant to the provisions of the Indenture described above under “– Flow of Funds” in categories (A) through (F), and (II) the sum of Net Revenues plus Other Available Moneys equaled at least 1.25 times Aggregate Annual Debt Service;

(B) a certificate of the Authority setting forth (i) the projected Date of Beneficial Occupancy for the Project or Projects for which such Series of Additional Bonds is being issued and for any other uncompleted Projects, and (ii) an estimate of the cost of construction of such Projects;

(C) a written report of an Airport Consultant setting forth for each Fiscal Year from the then current Fiscal Year through the later of (I) the first Fiscal Year commencing at least five years after the date of original issuance of such Series of Additional Bonds, or (II) the first Fiscal Year commencing at least three years after the Date of Beneficial Occupancy projected by the Consulting Engineer, estimates of Revenues, Operation and Maintenance Expenses, Other Available Moneys and Net Revenues; and

(D) a certificate of the Authority (i) setting forth (a) the estimates of Revenues, Operation and Maintenance Expenses, Other Available Moneys and Net Revenues, as set forth in the written report of an Airport Consultant described in subparagraph (C) above, for each of the Fiscal Years covered by such report, and (b) the

Aggregate Annual Debt Service and Capitalized Interest for each of such Fiscal Years, including Annual Debt Service and Capitalized Interest on all future Series of Bonds, if any, which such certificate of the Authority estimates (based on the estimate of the Consulting Engineer of the cost of construction of such Projects) are required to complete payment of the cost of construction of such Projects, and (ii) demonstrating that for each of such Fiscal Years (a) Revenues are projected to be at least equal to all transfers required to be made pursuant to the provisions of the Indenture described above under “—Allocation of Revenues” in categories (A) through (F), and (b) Net Revenues plus Other Available Moneys are projected to be at least equal to 1.25 times Aggregate Annual Debt Service.

The General Indenture also provides that a Series of Additional Bonds may be issued for the sole purpose of depositing in a Construction Account the amounts necessary to complete any one or more Projects without filing with the Trustee the certificate and report described in subparagraphs (C) and (D) if such certificate and report were filed in connection with the issuance of the prior Series of Additional Bonds for each of such Projects and if the principal amount of such Bonds to be issued for completion purposes does not exceed ten percent (10%) of the principal amount of Bonds previously issued for and allocable to such Projects.

In lieu of the certificates and reports described in subparagraphs (B), (C) and (D) above, the Authority may deliver to the Trustee a Certificate of the Authority to the effect that for the last complete Fiscal Year or any period of 12 consecutive calendar months out of the 18 calendar months next preceding the original issuance of such Series of Additional Bonds, Net Revenues plus Other Available Moneys for such Fiscal Year or 12-month period equaled at least 1.25 times the Maximum Annual Debt Service on all Bonds then Outstanding plus the Series of Bonds being issued.

In addition, the General Indenture provides that if and to the extent a Series of Additional Bonds is being issued for the purpose of refunding outstanding Bonds, the Authority is required to file with the Trustee either (i) a certificate of an Independent Certified Public Accountant that Aggregate Annual Debt Service for each Fiscal Year thereafter will be less than or equal to Aggregate Annual Debt Service for each such Fiscal Year in the absence of such refunding, or (ii) the certificates and reports described in subparagraphs (A), (B) (if any one or more of the Projects for which the Bonds being refunded is not then completed), (C) and (D) above; provided that in lieu of the certificates and reports described in subparagraphs (B), (C) and (D), the Authority may deliver to the Trustee the certificate described in the immediately preceding paragraph.

The General Indenture also provides that the foregoing requirements shall not apply to the issuance of one or more series of Additional Bonds if, not later than the issuance and delivery of such Additional Bonds, the Authority delivers a certificate to the Trustee stating that (i) on and as of such date, such Bonds are the only Bonds Outstanding under the Indenture, and (ii) no Parity Payment Agreements are then in effect. Such Additional Bonds shall be designated as “initial Bonds” in the related Supplemental Indenture. The 2013 Bonds were designated as “initial Bonds” under the Third Supplemental Indenture.

See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Issuance of Additional Series of Bonds; Additional Parity Payment Agreements; Other Payment Agreements.

Parity Payment Agreements

The Authority is permitted under the General Indenture to enter into one or more Parity Payment Agreements, the Authority payment of which are secured by a lien upon and pledge of Revenues equal to and on a parity with the lien and pledge securing the Bonds, provided the Authority complies with certain provisions of the Indenture. The Authority is not a party to any Parity Payment Agreements, nor does the Authority have any plan to enter into any Parity Payment Agreements.

See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Issuance of Additional Series of Bonds; Additional Parity Payment Agreements; Other Payment Agreements.

Subordinate Obligations

The Indenture does not prevent the Authority from issuing or incurring any additional indebtedness with a lien or charge on Revenues that is junior and subordinate to the lien and charge of the Bonds.

Pursuant to a Loan Agreement, dated June 27, 2012, as amended (the “**Original FHB Loan Agreement**”), First Hawaiian Bank (the “**Bank**”) loaned the Authority \$11,900,000 (the “**Energy Efficiency Loan**”) to finance certain energy efficiency upgrades to the terminal building undertaken by the Authority pursuant to an Amended Performance Contract, dated May 9, 2012 (the “**Energy Performance Contract**”), between the Authority, Johnson Controls, Inc. and the Guam Power Authority. Under the Energy Performance Contract, the Airport is guaranteed minimum annual energy savings for 10 years. The repayment of 90% of the principal amount of the Energy Efficiency Loan is guaranteed by the United States Department of Agriculture pursuant to the USDA Community Facilities Direct and Guaranteed Loan Program. The Original FHB Loan Agreement was further amended pursuant to a Commercial Loan Modification Agreement, dated January 24, 2014 (together with the Original FHB Loan Agreement, the “**FHB Loan Agreement**”). The Authority’s obligation to repay the Energy Efficiency Loan is evidenced by an Amended and Restated Promissory Note, dated as of January 24, 2014 (the “**FHB Note**”), bearing interest at the rate of 5.75% per annum and maturing on January 24, 2024. In the event the Authority defaults in the payment of the FHB Note or in the performance of any of its obligations under the FHB Loan Agreement or the FHB Note, or the Authority or any other party defaults in their respective obligations under any of the related security documents, the Bank would have the option to declare the unpaid principal amount of the Energy Efficiency Loan, together with any accrued and unpaid interest and charges, immediately due and payable.

The Authority has covenanted in the Loan Agreement with the Bank to maintain a minimum annual debt service ratio such that the sum of Net Revenues plus Other Available Moneys during each Fiscal Year equals at least 1.25 times the total amount of required money in such Fiscal Year to make payments on the principal of and interest on the Energy Efficiency Loan and on the principal of and interest on all of the Authority’s bonds, including the Bonds. The Loan Agreement, however, does not provide for engagement of an Airport Consultant in the event the Airport does not generate Net Revenues sufficient to satisfy the minimum annual debt service ratio.

Special Facility Bonds

The Authority is permitted under the Indenture to enter into contracts, leases, subleases or other agreements pursuant to which the Authority agrees to construct a “Special Facility” on land constituting part of the Airport or agrees to acquire or construct a Special Facility on land not then constituting part of the Airport, or to acquire and remodel, renovate or rehabilitate a building, structure or other facility (including the site thereof) for a Special Facility, to issue Special Facility Bonds to finance such Special Facilities and to lease such Special Facility, subject to certain conditions set forth in the Indenture. Under certain circumstances, the rentals and other income generated from such Special Facilities may not constitute Revenues under the Indenture and may not be available to pay debt service on the Bonds, including the 2023 Bonds. The Authority does not have any Special Facility Bonds outstanding, nor does it have any current plans to issue Special Facility Bonds. See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Certain Covenants—Special Facility Bonds and Special Facility Leases.

Other Covenants

The Authority has made certain other covenants in the Indenture with respect to the Airport. See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Certain Covenants.

Events of Default and Remedies; No Acceleration

The Indenture specifies a number of Events of Default and related remedies. The remedies granted to the Trustee and the Bondowners under the Indenture do not include any right to accelerate the payment of the Bonds, including the 2023 Bonds. The Trustee is authorized to take certain actions upon the occurrence of an Event of

Default, including proceedings to enforce the rights of the Bondowners. See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Events of Default and Remedies of Bondowners for descriptions of the Events of Default and remedies under the Indenture.

Depositories for Funds and Accounts

The Co-Trustee has been appointed to act as Depositary for the Debt Service Fund and the Bond Reserve Fund and for any accounts and subaccounts therein. The Trustee has been appointed as Depositary for the Revenue Fund, the Operation and Maintenance Fund, the Subordinate Securities Fund, the Operation and Maintenance Reserve Fund, the Renewal and Replacement Fund, the Capital Improvement Fund and the Rebate Fund and for any accounts and subaccounts therein. The Authority may enter into a Supplemental Indenture from time to time to provide for a different or additional Depositary for any fund or account established under the Indenture. See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—The Fiduciaries.

Investments of Moneys in Funds and Accounts

Subject to the requirements and restrictions set forth in the Indenture, moneys in the Revenue Fund, the Operation and Maintenance Fund, the Subordinate Securities Fund, the Operation and Maintenance Reserve Fund, the Renewal and Replacement Fund and the Capital Improvement Fund may be invested in any investment designated by the Authority, and moneys in the Construction Accounts, the Rebate Fund, the Debt Service Fund and the Bond Reserve Accounts are required to be invested solely in Investment Securities to maximize investment income (with proper regard for the preservation of principal) as requested by the Authority; provided, however, moneys in the Revenue Fund and in the Bond Reserve Fund are required to be invested in Investment Securities having at least an investment grade rating from the Rating Agency or Rating Agencies designated under the Indenture or any Supplemental Indenture and rating the Bonds. All investments are to pay interest and mature not later than the dates on which it is estimated that such moneys will be required by the Trustee, the Co-Trustee, the applicable Depositary or the Authority.

All interest and other profit derived from investments of amounts in the Construction Accounts, the Capital Improvement Fund and the Rebate Fund are to be retained in such Funds and Accounts, all interest and other profit derived from investments of amounts in the Bond Reserve Accounts are to be applied as described above under “—Bond Reserve Fund,” and all interest and other profit derived from investments of amounts held in any other Funds and Accounts are to be deposited to the Revenue Fund when received.

See APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE—Summary of Certain Provisions of the General Indenture—Investment of Moneys in Funds.

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DEBT SERVICE SCHEDULE

Table 1 sets forth the debt service schedule for the 2023 Bonds and the Prior Bonds. Scheduled debt service for the Refunded Bonds to be refunded with proceeds of the 2023 Bonds is included.

Table 1
A.B. Won Pat International Airport, Guam
Annual Debt Service

Fiscal Year	Prior Bonds ⁽¹⁾		2023 Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	
2022	--	\$8,074,221			
2023	--	8,074,221			
2024	\$3,900,000	8,074,221			
2025	10,700,000	7,952,034			
2026	10,965,000	7,684,641			
2027	11,260,000	7,388,696			
2028	11,595,000	7,062,268			
2029	12,020,000	6,640,392			
2030	12,520,000	6,142,323			
2031	13,055,000	5,608,648			
2032	13,625,000	5,036,976			
2033	7,385,000	4,513,912			
2034	6,710,000	4,165,546			
2035	7,035,000	3,839,115			
2036	7,355,000	3,519,550			
2037	7,785,000	3,092,798			
2038	8,130,000	2,745,587			
2039	8,490,000	2,382,989			
2040	8,870,000	2,004,335			
2041	9,355,000	1,519,973			
2042	9,770,000	1,102,740			
2043	10,305,000	566,460			
Total	\$190,830,000	\$107,191,646			

⁽¹⁾ Includes debt service for Refunded Bonds to be refunded with proceeds of the 2023 Bonds.

⁽²⁾ Totals may not add due to rounding.

THE AUTHORITY

General

The Authority is organized and exists under Chapter 1 of Title 12 of the Guam Code Annotated and is a public corporation and an autonomous instrumentality of the Government of Guam with authority to acquire, construct, reconstruct, purchase, extend, improve, better, operate and maintain airports and related facilities for civil aviation purposes on Guam. The Authority owns and operates the Airport and is the only commercial airport operator in Guam licensed by the FAA.

Termination of Joint Use Agreement and Transfer of the Naval Air Station, Agana

On July 19, 1974, the Authority was granted use of the airfield under a Joint Use Agreement (the “JUA”) with the U.S. Navy. The JUA granted the Authority use of the runways and other airfield areas for commercial aircraft activities. In addition, the JUA conveyed 68 acres of federal property that allowed for large scale improvement of Guam’s only commercial airport and entitled the Authority to receive grants and funds for airport improvements from the FAA and other federal agencies. After the Naval Air Station (the “Naval Air Station”) was disestablished on March 31, 1995, the Authority assumed full responsibility for the airfield, which was certified by the FAA on April 1, 1995.

In September 2000, the Authority received the deed to 1,417 acres on the former Naval Air Station, currently referred to as Tiyan, through a Public Benefit Transfer (the “**Public Benefit Transfer**”) conveyance from the federal government, which effectively terminated the JUA and transferred all ownership, responsibilities and liabilities of the identified parcels of land to the Authority. The Public Benefit Transfer included areas that contained former enlisted housing units located on the northern side of Tiyan, and properties located on the southern side that are primarily aviation related structures such as hangars, machine shops, maintenance facilities, warehouses and storage areas. These areas were deemed necessary for “further airport development” and identified for Airport use due to its land use compatibility.

Governance

Except as otherwise provided in the Act, all powers vested in the Authority are exercised by its Board of Directors (the “**Board of Directors**”). The Board of Directors consists of seven members nominated and appointed by the Governor of Guam, subject to confirmation by the Guam Legislature. Each Director serves for a term of three years from the expiration of the term for which such Director’s predecessor was appointed and until a successor is appointed and qualified, or, in the case of a newly created position on the Board of Directors, for a term of three years from the date of the initial appointment and until a successor is appointed and qualified. Four members constitute a quorum, and the Board of Directors meets publicly at least once a month. The Board of Directors elects a chairman and vice chairman from among its members. The Board of Directors establishes the policies of the Authority and appoints the Executive Manager and Comptroller.

Airport Management

The Executive Manager, assisted by the Deputy Executive Manager, is responsible for the day-to-day management and operation of the Airport. The managers of the various Airport divisions, including Administration, Accounting, Operations, Property Management Office, Aircraft Rescue and Firefighting, Airport Police, Properties and Facilities, and Engineering, are directed by the Executive Manager in the management and operation of the Authority.

The current Executive Manager and Deputy Executive Manager are John M. Quinata and Artemio Hernandez, respectively. The Acting Comptroller is Antoniette L. Bautista.

Below are brief biographies of key management personnel at the Authority:

John M. Quinata, Executive Manager. Mr. Quinata was appointed the Executive Manager of the Authority on June 26, 2020, promoted from the GIAA Deputy Executive Manager position, a capacity he had held since April 30, 2019. Mr. Quinata's record of management spans the full spectrum of public service as an elected lawmaker in the 27th Guam Legislature with oversight of the Committee on Tourism, Public Safety and the Judiciary, Director for the Guam Customs and Quarantine Agency, and a military career of 38 years that includes Chief of Administration, 1st Combat Evaluation Group, Strategic Air Command with the Guam Air National Guard, and Security Forces Manager, 254 Security Forces Squadron. Mr. Quinata retired in the U.S. Air Force and Guam National Guard at the distinguished rank of E9 as the Sixth State Command Chief Master Sergeant and is the first enlisted Guam National Guardsman to have received the distinguished Air Force Legion of Merit Award.

Artemio "Ricky" Hernandez, Ph.D., Deputy Executive Manager. Dr. Hernandez was selected as the Deputy Executive Manager of the Authority on June 26, 2020. Dr. Hernandez brings over a decade in government service in the fields of budget, accounting, finance and administration as former Deputy Administrator at the Guam Economic Development Authority, former Interim Deputy Director at the Department of Public Works, and former and longest serving Director of the Guam Legislature Office of Finance and Budget. He is also an Adjunct Instructor of Accounting and Public Administration at the University of Guam. He is Guam's first International Airport Professional having completed the Airports Council International and International Civil Aviation Authority Airport Management Professional Accreditation Program in 2021. He is also a Certified Government Financial Manager, a Certified Public Procurement Officer, and an Accredited Investment Fiduciary. Dr. Hernandez holds Bachelor's and Master's Degrees in Accounting and a Ph.D. in Business. He currently serves as Treasurer and Chairman of the Investments Committee of the Government of Guam Retirement Fund Board of Trustees, Member of the Board of Directors for the Research Corporation of the University of Guam, and Treasurer of the Guam Commission on Lawyer Regulation.

Antoniette L. Bautista, Acting Comptroller. Mrs. Bautista has been serving as Acting Comptroller since January 2022. Mrs. Bautista has over 35 years of experience working within the fields of accounting, finance, and audit. In her capacity as the Acting Comptroller, Mrs. Bautista is responsible for the Authority's financial reporting and record keeping. Mrs. Bautista holds a Bachelor's degree in Accounting from the De La Salle University and was a licensed Certified Public Accountant in the Philippines.

Labor and Employee Relations

As of September 30, 2020, and September 30, 2021, the Authority had approximately 202 and 199 full-time employees, respectively. The Authority's employees are not represented by labor unions. The Authority's management believes that relations with its employees are positive.

THE AIRPORT

General

The Airport is centrally located in Guam's business district on an 1,800-acre parcel of land. The Airport has approximately 874,000 square feet of terminal space, which includes the recently completed Third Floor International Arrivals Corridor, along with approximately 250,000 square feet of adjacent facilities, including hangars, maintenance facilities, warehouse space, storage facilities, office space and expansive ground space. The Airport is the only commercial air carrier airport serving Guam and is the principal air carrier airport serving the surrounding Micronesian islands. The Airport is classified as a small air traffic hub, based on annual enplaned passenger levels, by the FAA.

Due primarily to the COVID-19 pandemic, the Authority had its lowest activity in 30 years in Fiscal Years 2020 and 2021, with approximately 884,060 enplanements and approximately 1.7 million passenger movements through the Airport via approximately 29,834 aircraft operations in Fiscal Year 2020, and approximately 135,566 enplanements and approximately 223,603 passenger movements through the Airport via approximately 12,408 aircraft operations in Fiscal Year 2021. By contrast, in Fiscal Year 2019, prior to the COVID-19 pandemic, the

Authority had approximately 1.89 million enplanements and approximately 3.6 million passengers moved through the Airport via approximately 55,000 aircraft operations.

In calendar years 2020 and 2021, the Airport processed approximately 144.4 million pounds of cargo and [] million pounds of cargo, respectively, or 4.1% and []% [more], respectively, than the approximately 138.5 million pounds of cargo processed in calendar year 2019.

The Airport serves primarily origin/destination passengers. In Fiscal Year 2021, an estimated 75.0% of the passengers enplaned at the Airport were visitors returning to their local country of origin or local residents traveling abroad; the remaining 25.0% used the Airport to connect between flights or as a stopover on a continuing flight.

According to the GVB, approximately []% of the originating passengers in Fiscal Year 2021 were visitors to Guam, primarily from the U.S. Mainland/Hawaii. Historically, tourists from Japan and South Korea represented the majority of visitors to Guam; however, COVID-19 pandemic restrictions in Fiscal Years 2020 and 2021 in Japan and South Korea led to a decline in visitors from those visitor markets.

See also “COVID-19 PANDEMIC” and APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—COVID-19 Pandemic. See also “—Aviation Activity” and APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—DEMOGRAPHIC AND ECONOMIC INFORMATION—Guam Tourist Industry.

Airport Facilities

Passenger Terminal Building. The original passenger terminal building opened on January 19, 1982, with a design capacity of 750,000 enplaned passengers. In 1998, the Authority completed a \$241 million expansion, renovating and expanding the original passenger terminal building from approximately 226,000 square feet to approximately 767,553 square feet. In April 2022, the Authority completed a \$135 million construction of the Third Floor International Arrivals Corridor, expanding the passenger terminal building to a total of 874,870 square feet. The existing passenger terminal building currently consists of 88 ticket counter positions (54 of which are common-use counters that are currently in-line; 22 of which are used exclusively by United Airlines, the Airport’s largest air carrier; and 12 of which are common-use counters that are currently off-line), 48 immigration inspection stations, 42 customs inspection stations that provide enough capacity to process 5,000 international passengers per hour and one TSA checkpoint with seven security lanes.

The existing terminal is currently divided into four levels: (i) the basement level, which includes arrival facilities, ground transportation services, baggage claim and customs inspection areas; (ii) the ground level, which includes a departure lobby, ticket counters and a baggage screening system; (iii) the concourse level, which includes a security screening checkpoint area used by the Transportation Security Administration (the “TSA”), specialty retail concessions, food court areas, passenger lounges, passenger gates, terminal seating areas and loading bridges; and (iv) the Third Floor International Arrivals Corridor, which includes federal inspection services areas that allow international passengers to clear immigration and customs processes.

Airfield. The airfield consists of two sets of parallel runways, associated taxiways and navigational aids. The Airport’s primary runway, Runway 6L/24R, is 12,000 feet long, and allows the Airport to accommodate departures and arrivals of long-haul flights between the U.S. mainland and Guam. The Airport’s secondary runway, Runway 6R/24L, is 10,014 feet long.

Gates. The Airport has 21 aircraft parking positions, each of which has an in-ground hydrant fueling pit linking it to the Airport’s fueling system and the aircraft fuel storage facility located on the Authority’s property. Of these 21 apron positions, 18 are adjacent to the passenger terminal building and three are located west of the passenger terminal building, adjacent to the light commuter aircraft inter-island passenger terminal. The apron positions adjacent to the passenger terminal building are accessed by 18 common use terminal gates, 17 of which are served by passenger loading bridges and one of which is used as a “Bus Gate” for aircraft requiring the use of hard stands for passenger loading. Of these 18 gates, 12 can accommodate most wide-body aircrafts. The three aircraft

parking positions near the light aircraft commuter terminal are used mainly for air cargo operations and can accommodate most wide-body aircrafts.

Airport Access. Ground access to the Airport is currently provided by Route 10-A (the “**Airport Access Road**”) from both Route 1, also known as Marine Corps Drive, and Route 16, also known as Army Drive. The Airport Access Road connects directly to a terminal loop roadway system consisting of an upper level roadway providing access to the upper level departures curbside located adjacent to the ticketing lobby and a lower level roadway providing access to the lower level arrivals curbside located on the baggage claim level, as well as to the entrances of the public and employee parking lots and the tour bus, limousine, taxi and rental car parking and ready/return areas.

Airport Parking. The lower level terminal parking area, located across from the passenger terminal building on the lower arrivals level and directly accessible from the passenger terminal through an arcade below the frontal road, has 310 public parking spaces and 508 employee parking spaces. The parking area to the east of the passenger terminal building is comprised primarily of parking for tour buses and rental car parking and ready/return areas. The parking area to the west of the passenger terminal facility is comprised primarily of employee parking (278 spaces) and parking for special reserve and tenants (73 spaces). The public parking and commercial parking lots adjacent to the passenger terminal facility are operated and managed on behalf of the Authority by PacAir, Ltd. pursuant to a concession agreement. See “AGREEMENTS FOR USE OF AIRPORT FACILITIES—Non-Passenger Terminal Building Concessions and Revenue Arrangements—Parking.” In addition to the parking facilities located adjacent to the passenger terminal building, there is additional employee, airport tenant, passenger and commercial vehicle parking adjacent to the commuter terminal building and in the cargo area.

Adjacent Facilities. Facilities adjacent to the passenger terminal include the Light Aircraft Commuter Facility Building which includes the light aircraft commuter terminal facility and warehouse and office space for air cargo operators. The original terminal that was built in 1967 and consisted of 8,000 square feet, is home to United Airlines Guam Corporate Headquarters and Ground Operations.

Tiyan Business Park. The Authority has also developed the Tiyan Business Park to provide additional service from the Airport and to generate additional revenue. The Tiyan Business Park is located to the west of the passenger terminal on a section of property bounded by the security fencing along the Airport Operations Area and East Sunset Boulevard on the former Naval Air Station property deeded to the Authority pursuant to the Public Benefit Transfer. See “THE AUTHORITY—Termination of Joint Use Agreement and Transfer of the Naval Air Station, Agana.”

The Tiyan Business Park was developed by the Airport primarily through public-private partnerships with PacAir Properties, LLC (“**PacAir Properties**”), DHL Corporation (“**DHL**”), Triple B Forwarders (“**Triple B**”) and CTSI Logistics Guam (“**CTSI**”). The Tiyan Business Park includes the PacAir Integrated Air Cargo Terminal (the “**PacAir Integrated Air Cargo Terminal**”), the DHL Cargo Terminal (the “**DHL Cargo Terminal**”), the Triple B Forwarders Building (the “**Triple B Forwarders Building**”) and the CTSI Freight Forwarding Terminal (the “**CTSI Freight Forwarding Terminal**”). The PacAir Integrated Air Cargo Terminal has direct access to the Airport Operations Area for air cargo operators and for Guam customs inspections, although there are currently no adjoining aircraft aprons or aircraft cargo stands. The PacAir Integrated Air Cargo Terminal (consisting of approximately 130,000 square feet of warehouse space and approximately 30,000 square feet of office space and covering approximately 500,000 square feet of land area) is centrally located and used by public, private and government entities for their various missions and business needs such as air cargo and import/export processing. The DHL Cargo Terminal (consisting of approximately 7,551 square feet) is used solely by DHL for express package services. The Triple B Forwarders Building (consisting of approximately 17,500 square feet for cargo handling and approximately 4,500 square feet of office space and covering approximately 33,000 square feet of land area) is currently used for intermodal operations. The CTSI Freight Forwarding Terminal (consisting of approximately 27,000 square feet) is used primarily by CTSI for distribution of its own products. See “AGREEMENTS FOR USE OF AIRPORT FACILITIES—Other Agreements for Airport Facilities—Tiyan Business Park.”

Airport Industrial Park. The Airport Industrial Park is located to the east of the passenger terminal on approximately 24 acres of Authority property. The Authority originally developed the Airport Industrial Park in the mid-1980s with sub-divided lots with service roads and utility access in preparation for future development.

Although the Airport Industrial Park is located on property owned by the Authority, not all of the businesses operating in the Airport Industrial Park are directly related to Airport operations. The Airport Industrial Park currently has four tenants operating pursuant to various ground leases, including a gas station and convenience store, a heavy equipment retailer, a restaurant and a cargo warehouse facility. See “AGREEMENTS FOR USE OF AIRPORT FACILITIES—Other Agreements for Airport Facilities – Airport Industrial Park.” The fuel farm for the Airport fuel system and the water reservoir for the Airport water system are also located in the Airport Industrial Park.

Other Facilities. Other facilities at the Airport include aircraft hangars, warehouse and storage areas, aviation-services related offices and administrative buildings. The Authority also owns significant land outside the terminal and cargo buildings available for further development or disposition.

For a discussion regarding notable projects that are underway or in the planning stages, see “AIRPORT PLANNING—Capital Improvement Plan.”

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MAP OF AIRPORT

Air Carriers Serving the Airport

As of July 2022, 16 airlines provide service at the Airport, including one major U.S.-flag air carrier, nine foreign-flag air carriers, two regional/commuter airline that provides inter-island service and four cargo airlines. In addition, the Airport is served by other charter flights, including military charter flights, operated by various airline carriers. Table 2 sets forth the air carriers serving the Airport as of July 2022.

Table 2
Air Carriers Serving A.B. Won Pat International Airport, Guam
As of July 2022

<u>U.S.-Flag Airlines</u>	<u>Foreign-Flag Airlines</u>
United Airlines ⁽¹⁾	Air Busan ⁽¹⁾
	Air Seoul ⁽¹⁾
<u>Regional/Commuter Airlines</u>	China Airlines ⁽¹⁾⁽²⁾
Marianas Southern Airlines	Japan Airlines ⁽¹⁾⁽³⁾
Star Marianas Airlines	Jeju Air ⁽¹⁾
	Jin Air ⁽¹⁾
<u>Cargo Airlines</u>	Korean Air ⁽¹⁾
Asia Pacific Airlines	Philippine Airlines ⁽¹⁾
FedEx Corporation	T'Way Air ⁽¹⁾
Szabo Aerospace	
United Parcel Service (UPS)	

⁽¹⁾ Signatory Airline. See “AGREEMENTS FOR USE OF AIRPORT FACILITIES—Airline Operating Agreements.”

⁽²⁾ China Airlines is expected to resume service in Fiscal Year 2023.

⁽³⁾ Japan Airlines is scheduled to resume flight service on August 4, 2022.

Source: The Authority.

Aviation Activity

Historical Passenger Activity

Table 3 presents originating and transit passengers at the Airport from Fiscal Year 2011 through Fiscal Year 2021. Originating passengers are either Guam residents traveling abroad or visitors to Guam returning to their country of origin. Transit passengers are passengers transferring from one flight to another in Guam or arriving in and departing from Guam on the same journey. From Fiscal Years 2011-2019, prior to the COVID-19 pandemic, total enplaned passengers at the Airport had increased at an average annual rate of 4.0%.

Originating Passengers. Prior to the COVID-19 pandemic, total originating passengers increased from 1,264,243 in Fiscal Year 2011 to 1,720,562 in Fiscal Year 2019, at an average annual rate of 4.0%. Most of the increase in originating passengers was attributable to the increasing number of tourists, primarily from Japan, China, South Korea and Taiwan. Total originating passengers for Fiscal Year 2020 and Fiscal Year 2021 were 783,532 and 101,696, respectively. For information regarding the decline of originating passengers in Fiscal Year 2020 and Fiscal Year 2021, see “COVID-19 PANDEMIC.”

Transit Passengers. As shown in Table 3, the total number of transit passengers processed annually through the Airport has fluctuated in the last 10 fiscal years, peaking in Fiscal Year 2015 with 216,369 transit passengers, and then decreasing thereafter at an average annual rate of 0.39% from Fiscal Year 2015 to Fiscal Year 2019, prior to the COVID-19 pandemic. Total transit passengers for Fiscal Year 2020 and Fiscal Year 2021 were 100,528 and 33,870, respectively. For information regarding the decline of transit passengers in Fiscal Year 2020 and Fiscal Year 2021, see “COVID-19 PANDEMIC.”

Table 3
Historical Enplaned Passengers
A.B. Won Pat International Airport, Guam
Fiscal Years 2011-2021

Fiscal Year	Originating Passengers	Transit Passengers	Total Enplaned Passengers	Originating Passengers as % of Total		Transit Passenger as a % of Total	Annual % Increase/ (Decrease) in Originating Passengers		Annual % Increase/ (Decrease) in Transit Passengers		Annual % Increase/ (Decrease) in Total Enplaned Passengers	
				Enplaned	Passengers	Enplaned	Passengers	Passengers	Passengers	Passengers	Passengers	Passengers
2011	1,264,243	175,181	1,439,424	87.8	87.8	12.2	(0.7)	(4.5)	(1.2)			
2012	1,407,163	167,328	1,574,491	89.4	89.4	10.6	11.3	(4.5)	9.4			
2013	1,498,419	199,567	1,697,986	88.2	88.2	11.8	6.5	19.3	7.8			
2014	1,480,349	210,551	1,690,900	87.5	87.5	12.5	(1.2)	5.5	(0.4)			
2015	1,476,574	216,369	1,692,943	87.2	87.2	12.8	(0.2)	2.8	0.1			
2016	1,559,141	215,449	1,774,590	87.9	87.9	12.1	5.6	(0.4)	4.8			
2017	1,660,548	197,831	1,858,379	89.4	89.4	10.6	6.5	(8.2)	4.7			
2018	1,596,054	184,518	1,780,572	89.6	89.6	10.4	(3.9)	(6.7)	(4.2)			
2019	1,720,562	164,546	1,885,108	91.3	91.3	8.7	7.8	(10.8)	5.9			
2020	783,532	100,528	884,060	88.6	88.6	11.4	(54.5)	(38.9)	(53.1)			
2021	101,696	33,870	135,566	75.0	75.0	25.0	(87.0)	(66.3)	(84.7)			

Source: The Authority.

Key Visitor Markets. According to the GVB, in calendar year 2019 (most recent data available as of June 30, 2022), prior to the COVID-19 pandemic, tourism generated approximately 33.0% of Guam’s Gross Island Product and supported approximately 31.2% of all jobs on Guam.

Table 4 presents the annual number of visitors to Guam for Fiscal Years 2011 through 2021. In Fiscal Year 2021, approximately 98.5% of all visitors to Guam arrived through the Airport.

As shown in Table 4, prior to the COVID-19 pandemic, the number of annual visitors to Guam increased from 1,147,134 in Fiscal Year 2011 to 1,631,049 in Fiscal Year 2019, the highest number of annual visitors to Guam on record. Arrivals for Fiscal Year 2012 increased approximately 10.7% year-over-year in part because of a recovery of passengers traveling from Japan in 2012 after the natural disasters in Japan in 2011, as well as the continued growth in other passenger markets, notably South Korea, Taiwan and China. Arrivals for Fiscal Year 2016 increased approximately 10.1% year-over-year in part because of increased seat capacity and arrivals from South Korea, as well as Guam hosting the Festival of Pacific Arts and Culture, a celebration of indigenous Pacific Islanders. Arrivals for Fiscal Year 2019 increased approximately 6.9% year-over-year in part because of a focus on increasing seat capacity, especially in Japan. Arrivals for Fiscal Year 2020 and Fiscal Year 2021 decreased approximately 53.6% and 91.9%, respectively, primarily because of the COVID-19 pandemic. See “COVID-19 PANDEMIC” and Table A-11 in APPENDIX A.

Table 4
Annual Visitors to Guam
Fiscal Years 2011-2021

Fiscal Year	Visitor Arrivals	Percent Increase (Decrease)
2011	1,147,134	(2.0)%
2012	1,270,161	10.7
2013	1,337,669	5.3
2014	1,341,171	0.3
2015	1,372,531	2.3
2016	1,511,065	10.1
2017	1,559,487	3.2
2018	1,525,219	(2.2)
2019	1,631,049	6.9
2020	757,385	(53.6)
2021	61,607	(91.9)

Source: Guam Visitors Bureau.

Table 5 presents visitor arrivals to Guam by country and percent of total visitors for Fiscal Years 2017 through 2021. Market shares after Fiscal Year 2019 are not considered representative of trends to be expected after the recovery of the overall visitor market. Although Guam receives visitors from many countries, Guam’s top four visitor markets have typically included Japan, South Korea, U.S. Mainland/Hawaii and Taiwan. In Fiscal Year 2019, prior to the COVID-19 pandemic, South Korea was the top visitor market, accounting for 45.02% of visitors to Guam, followed by Japan, U.S./Hawaii and Taiwan, accounting for 40.76%, 5.77% and 1.74%, respectively, of visitors to Guam. In Fiscal Year 2020, South Korea was again the top visitor market, accounting for 42.93% of visitors to Guam, followed by Japan, U.S. Mainland/Hawaii and Taiwan, accounting for 42.85%, 6.37% and 1.41%, respectively, of visitors to Guam. However, in Fiscal Year 2021, U.S. Mainland/Hawaii was the top visitor market, accounting for 66.94% of visitors to Guam, followed by Japan, Micronesia and Philippines with 5.61%, 5.16% and 4.62%, respectively, of visitors to Guam. The large increase in visitor market share for U.S. Mainland/Hawaii was due primarily to the continued activity in this domestic market, against overall greatly reduced visitor traffic, and the travel restrictions in key Asian visitor markets. It is anticipated that this large increase in visitor market share for U.S. Mainland/Hawaii is temporary, and that market shares will return to more closely approximate the pre-pandemic shares with recovery of tourism demand from key markets such as South Korea and Japan.

Table 6 presents the percentage change in annual visitors to Guam by country for Fiscal Years 2017 through 2021. Market shares after Fiscal Year 2019 are not considered representative of trends to be expected after the recovery of the overall visitor market. The GVB is continuing its efforts to further diversify Guam's visitor base. For information regarding the decline of visitor arrivals in Fiscal Year 2020 and Fiscal Year 2021, see "COVID-19 PANDEMIC" and Tables A-11 and A-12 in APPENDIX A.

Table 5
Visitor Arrivals by Country
Fiscal Years 2017-2021

	2017		2018		2019		2020		2021	
	Arrivals	Percent of Total	Arrivals	Percent of Total	Arrivals	Percent of Total	Arrivals	Percent of Total	Arrivals	Percent of Total
Japan	674,345	43.24%	530,223	34.76%	664,784	40.76%	324,574	42.85%	3,454	5.61%
South Korea	649,434	41.64	752,715	49.35	734,339	45.02	325,109	42.93	2,063	3.35
U.S. Mainland/Hawaii	76,291	4.89	89,363	5.86	94,141	5.77	48,263	6.37	41,239	66.94
Taiwan	36,268	2.33	27,550	1.81	28,346	1.74	10,691	1.41	2,253	3.66
China P.R.C.	23,239	1.49	17,035	1.12	12,588	0.77	4,287	0.57	124	0.20
CNMI	18,492	1.19	20,702	1.36	22,566	1.38	10,318	1.36	3,178	5.16
Micronesia ⁽¹⁾	16,237	1.04	20,596	1.35	19,788	1.21	9,858	1.30	2,849	4.62
Philippines	19,817	1.27	19,026	1.25	20,708	1.27	9,344	1.23	2,262	3.67
Australia	2,227	0.14	2,285	0.15	2,250	0.14	1,297	0.17	360	0.58
Canada	991	0.06	--	0.00	--	0.00	--	0.00	--	0.00
Europe	2,029	0.13	2,178	0.14	2,340	0.14	1,116	0.15	697	1.13
Hong Kong	16,140	1.03	6,663	0.44	6,395	0.39	1,226	0.16	31	0.05
Thailand	445	0.03	--	0.00	--	0.00	--	0.00	--	0.00
Vietnam	128	0.01	--	0.00	--	0.00	--	0.00	--	0.00
Russia	3,151	0.20	4,035	0.26	5,189	0.32	996	0.13	67	0.11
Others/Unknown	5,739	0.37	9,543	0.63	7,520	0.46	4,783	0.63	2,106	3.42
Total Air⁽²⁾	1,544,973	99.07	1,501,914	98.47	1,620,954	99.38	751,862	99.27	60,683	98.50
Total Sea	14,514	0.93	23,305	1.53	10,095	0.62	5,523	0.73	924	1.50
Total Air & Sea	1,559,487	100.00%	1,525,219	100.00%	1,631,049	100.00%	757,385	100.00%	61,607	100.00%

⁽¹⁾ Includes the Republic of Palau ("Palau"), Federated States of Micronesia ("FSM") and the Republic of the Marshall Islands ("RMI").

⁽²⁾ Includes military air arrivals.

Source: Guam Visitors Bureau.

Table 6
Percentage Change in Annual Visitors to Guam by Country
Fiscal Years 2017-2021

	2017	2018	% Change From 2017	2019	% Change From 2018	2020	% Change From 2019	2021	% Change From 2020
Japan	674,345	530,223	-21.37%	664,784	25.38%	324,574	-51.18%	3,454	-98.9%
South Korea	649,434	752,715	15.90	734,339	-2.44	325,109	-55.73	2,063	-99.4%
U.S. Mainland/Hawaii	76,291	89,363	17.13	94,141	5.35	48,263	-48.73	41,239	-14.6%
Taiwan	36,268	27,550	-24.04	28,346	2.89	10,691	-62.28	2,253	-78.9%
China P.R.C.	23,239	17,035	-26.70	12,588	-26.11	4,287	-65.94	124	-97.1%
CNMI	18,492	20,702	11.95	22,566	9.00	10,318	-54.28	3,178	-69.2%
Micronesia ⁽¹⁾	16,237	20,596	26.85	19,788	-3.92	9,858	-50.18	2,849	-71.1%
Philippines	19,817	19,026	-3.99	20,708	8.84	9,344	-54.88	2,262	-75.8%
Australia	2,227	2,285	2.60	2,250	-1.53	1,297	-42.36	360	-72.2%
Canada	991	--	-100.00	--	0.00	--	0.00	--	--
Europe	2,029	2,178	7.34	2,340	7.44	1,116	-52.31	697	-37.5%
Hong Kong	16,140	6,663	-58.72	6,395	-4.02	1,226	-80.83	31	-97.5%
Thailand	445	--	-100.00	--	0.00	--	0.00	--	0.00
Vietnam	128	--	-100.00	--	0.00	--	0.00	--	0.00
Russia	3,151	4,035	28.05	5,189	28.60	996	-80.81	67	-93.3%
Others / Unknown	5,739	9,543	66.28	7,520	-21.20	4,783	-36.40	2,106	-56.0%
Total Air⁽²⁾	1,544,973	1,501,914	-2.79	1,620,954	7.93	751,862	-53.62	60,683	-91.9%
Total Sea	14,514	23,305	60.57	10,095	-56.68	5,523	-45.29	924	-83.3%
Total Air & Sea	1,559,487	1,525,219	-2.20%	1,631,049	6.94%	757,385	-53.56%	61,607	-91.9%

⁽¹⁾ Includes Palau, FSM and RMI.

⁽²⁾ Includes military air arrivals.

Source: Guam Visitors Bureau.

Japan and South Korea. Because many Guam tourists historically originated from Japan and South Korea prior to the COVID-19 pandemic, trends in Guam’s tourist industry are closely linked to Japanese and South Korean travel patterns. See Tables 5 and 6 and APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—DEMOGRAPHIC AND ECONOMIC INFORMATION—Guam Tourism Industry—Key Visitor Markets.

Key drivers that have affected Japanese tourism have typically included: the impacts of the economic recessions and recoveries experienced by the Japanese economy, due in part to an increase in Japan’s consumption tax; the increased popularity among Japanese tourists of other tourist locations; the impact of the financial difficulties experienced by the Japanese airline industry; the impact of natural disasters; and concerns regarding aviation security, terrorism and world health concerns. In Fiscal Years 2020 and 2021, the number of visitors from Japan dropped to a low of 324,574 and 3,454, respectively, due primarily to the COVID-19 pandemic and related travel restrictions in Japan, including vaccination and quarantining requirements. Japan is gradually reopening the economy and the travel market. As of March 2022, fully vaccinated travelers with three vaccination doses are not required to quarantine after entering Japan. In April 2022, Japan lowered travel warnings for the U.S. and over 100 other countries. Most recently, airlines have announced plans to resume service to Japan in summer 2022.

Key drivers that have affected South Korean tourism have typically included the increased international travel among South Korean tourists; the increase in airline seat capacity; and world health concerns. In Fiscal Years 2020 and 2021, the number of visitors from South Korea dropped to a low of 325,109 and 2,063, respectively, due primarily to the COVID-19 pandemic and related travel restrictions in South Korea, including vaccination and quarantining requirements. South Korea has reduced travel restrictions as of June 2022, no longer requiring travelers to quarantine after entering South Korea. Since then, two key airlines have announced significant new service in summer 2022.

Visa Waiver Program. In November 2009, the United States updated its policies relating to the visa waiver program available for travel to Guam for tourism or business. The current program allows visitors holding passports from Australia, Brunei, Hong Kong, Japan, Malaysia, Nauru, New Zealand, Papua New Guinea, Republic of Korea, Singapore, Taiwan and the United Kingdom to visit Guam and/or Commonwealth of the Northern Mariana Islands (“CNMI”) without a visa for a period of up to 45 days.

Air Carrier Market Share

Table 7 presents airline market shares of total enplaned passengers at the Airport in Fiscal Years 2019, 2020 and 2021. United Airlines, Inc. (“**United Airlines**”), a wholly owned subsidiary of United Continental Holdings Inc. and the successor to Continental Micronesia, is the largest carrier. The Airport serves as a hub in United Airlines’ global route network. United Airlines’ Guam hub is designed to serve (1) regional origin-destination passengers on short-haul flights to and from Guam, (2) origin-destination passengers on long-haul flights, primarily tourists visiting Guam, and (3) transit passengers on connecting or through flights. Although airline service at the Airport is still provided principally by major flag carriers such as United Airlines, low-cost carriers also provide service at the Airport.

Airline market shares changed significantly in Fiscal Year 2021, due primarily to government restrictions and market conditions by country relating to the COVID-19 pandemic. In February 2020, all but one Signatory Airline, United Airlines, temporarily suspended flight service as the Government implemented entry restrictions and quarantine protocols in response to the COVID-19 pandemic. United Airlines’ market share increased to 85.0% in Fiscal Year 2021, as compared to 36.4% and 38.2% in Fiscal Years 2019 and 2020, respectively. As of June 30, 2022, all Signatory Airlines except Japan Airlines and China Airlines have resumed flight service. Japan Airlines is scheduled to resume flight service on August 4, 2022, and China Airlines is expected to resume flight service in Fiscal Year 2023. The resumption of service in Fiscal Year 2022 is expected to result in a continued rebalancing of the airline market shares. See APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—DEMOGRAPHIC AND ECONOMIC INFORMATION—Guam Tourism Industry—Airlines.

Table 7
Airline Market Shares of Enplaned Passengers
A.B. Won Pat International Airport, Guam
Fiscal Years 2019, 2020 and 2021

Airline	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
United Airlines	36.4%	38.2%	85.3%
Jeju Air	15.3	18.6	0.1
Jin Air	11.0	8.4	2.9
T'Way Air	9.5	8.9	0.3
Korean Air	9.3	9.1	0.4
Japan Airlines	5.7	5.2	0.0
Air Seoul	3.7	3.5	0.0
Philippine Airlines	3.0	2.9	3.0
Air Busan ⁽¹⁾	2.7	2.6	0.0
China Airlines	1.8	1.5	0.1
Cebu Pacific ⁽²⁾	1.1	0.0	0.0
Other ⁽³⁾	0.5	0.6	7.9
Total⁽⁴⁾	100.0%	100.0%	100.0%

(1) Air Busan suspended all service in March 2020 but resumed service in December 2021.

(2) Cebu Pacific permanently suspended all service in December 2019.

(3) Other airlines included Star Marianas, Arctic Circle, Uzbekistan Air and drop-in airlines that serve other markets less than once daily.

(4) May not add due to rounding

Source: The Authority.

Scheduled Airline Service

Air service at the Airport can be broken down into three types of service: (1) inter-island service among the western Pacific islands (including the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, Palau and the Federated States of Micronesia); (2) domestic service to the United States; and (3) medium- and long-haul international service, primarily in the Pacific Rim.

Table 8 sets forth certain information relating to the top 20 origin-destination passenger markets and airline service for the Airport for calendar year 2019, prior to the COVID-19 pandemic. Table 9 sets forth similar information for calendar year 2021; however, it is expected that, with recovery of visitor market demand in the next few years, the origin-destination passenger markets will return to a pattern resembling the data in Table 8.

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Table 8
Top 20 Origin-Destination Passenger Markets and Airline Service
A.B. Won Pat International Airport, Guam
Calendar Year 2019

Rank	Origin/Destination Market	Air Miles from Guam	Originating Passengers	Percent of Originating Airline Passengers	Average Scheduled Daily Nonstop Departing Seats	Average Daily Nonstop Flights
1	Seoul	2,000	489,183	30.6%	1850	8
2	Tokyo	1,550	340,125	21.2	1352	6
3	Osaka	1,580	142,693	8.9	517	3
4	Busan	1,800	142,458	8.9	540	3
5	Nagoya	1,550	76,673	4.8	310	2
6	Manila	1,600	73,178	4.6	426	2
7	Saipan	130	36,890	2.3	206	1
8	Fukuoka	1,650	35,909	2.2	126	1
9	Taipei	1,730	28,396	1.8	106	1
10	Honolulu	3,800	24,183	1.5	365	1
11	Hong Kong	2,120	18,116	1.1	66	1
12	Chuuk, FSM	630	12,073	0.8	110	0
13	Sapporo	2,055	11,203	0.7	1	0
14	Koror	810	11,093	0.7	120	1
15	Pohnpei	1,020	7,690	0.5	0	0
16	Yap	530	6,570	0.4	44	1
17	Los Angeles	6,090	6,316	0.4	0	0
18	Daegu	1,840	6,240	0.4	0	0
19	San Diego	6,170	5,262	0.3	0	0
20	Singapore	2,920	4,527	0.3	0	0
	Subtotal		1,478,778	92.4%	6139	31
	Other Cities		122,242	7.6%	14	0
	TOTAL		1,601,020	100.0%	6153	31

Source: Guam Visitors Bureau.

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Table 9
Top 20 Origin-Destination Passenger Markets and Airline Service
A.B. Won Pat International Airport, Guam
Calendar Year 2021

Rank	Origin/Destination Market	Air Miles from Guam	Originating Passengers	Percent of Originating Airline Passengers	Average Scheduled Daily Nonstop Departing Seats	Average Daily Nonstop Flights
1	Seoul	2,000	164,504	29.8%	1200	6
2	Tokyo	1,550	90,428	16.4	505	3
3	Busan	1,800	60,476	10.9	290	2
4	Osaka	1,580	58,764	10.6	312	2
5	Manila	1,600	23,659	4.3	190	1
6	Fukuoka	1,650	23,627	4.3	73	1
7	Nagoya	1,550	20,364	3.7	131	1
8	Saipan	130	11,453	2.1	94	1
9	Honolulu	3,800	11,284	2.0	364	1
10	Muan	1,875	9,884	1.8	35	0
11	Taipei	1,730	7,527	1.4	21	0
12	Sapporo	2,055	4,327	0.8	0	0
13	Los Angeles	6,090	3,203	0.6	0	0
14	San Diego	6,170	3,099	0.6	0	0
15	Chuuk, FSM	630	3,000	0.5	37	0
16	Okinawa	1,411	2,764	0.5	4	0
17	Hong Kong	2,120	2,416	0.4	0	0
18	San Francisco	5,798	2,269	0.4	0	0
19	Koror	810	2,165	0.4	32	0
20	Seattle	5,663	2,017	0.4	0	0
Subtotal			507,230	91.8%	3,288	18
Other Cities			45,390	8.2%	0	0
TOTAL			552,620	100.0%	3,288	18

Source: Guam Visitors Bureau.

For more information regarding scheduled airline service in Fiscal Years 2019, 2020 and 2021, see “COVID-19 PANDEMIC—Airline Service.”

Airline Departures and Gross Takeoff Weight

Table 10 presents passenger airline aircraft departures and gross takeoff weight (“GTOW”) at the Airport from Fiscal Year 2011 through Fiscal Year 2021. The data include commercial airline operations but do not include military and general aviation operations. Total passenger airline aircraft departures increased at an average annual rate of 0.64% from Fiscal Year 2011 to Fiscal Year 2019, prior to the COVID-19 pandemic. Total GTOW increased from 2,787,086 thousand-pound units in Fiscal Year 2011 to 3,372,358 thousand-pound units in Fiscal Year 2019, prior to the COVID-19 pandemic, and increased on a per-departure basis over the same period. In Fiscal Year 2020 and Fiscal Year 2021, total GTOW was 2,575,583 thousand-pound units and 1,582,331 thousand-pound units, respectively. See also “COVID-19 PANDEMIC.”

Table 10
Historical Passenger Airline Aircraft Departures and Gross Takeoff Weight
Guam International Air Terminal
Fiscal Years 2011-2021

Fiscal Year	Annual Departures⁽¹⁾	Daily Average Departures	Gross Takeoff Weight (1,000-pound units)	Gross Takeoff Weight per Aircraft Departure (1,000-pound units)
2011	23,015	63	2,787,086	121.1
2012	24,375	67	3,296,664	135.2
2013	26,363	72	3,258,721	123.6
2014	26,614	73	3,605,575	135.5
2015	27,987	77	3,351,229	119.7
2016	29,712	81	3,302,529	111.2
2017	30,217	83	3,332,805	110.3
2018	27,296	75	3,061,959	112.2
2019	27,269	75	3,372,358	123.7
2020	14,917	41	2,575,583	172.7
2021	6,204	17	1,582,331	255.1

⁽¹⁾ Aircraft departures are assumed to equal one half the reported passenger airline aircraft operations.

Source: The Authority.

Air Cargo

The Airport receives revenues from air cargo from landing fees and parking, loading bridge use and fuel flowage fees, as well as from ground leases, space leases and Airport Business Permits with various operators. Cargo revenues represent approximately 2.1% of total revenues. See “AGREEMENTS FOR USE OF AIRPORT FACILITIES.”

CERTAIN FUNDING SOURCES

Passenger Facility Charges

Under the Federal Aviation Safety and Capacity Expansion Act of 1990, as amended and recodified, and together with the regulations promulgated thereunder (collectively, the “**PFC Act**”), the FAA may authorize a public agency that controls an airport to impose a PFC of \$1.00, \$2.00, \$3.00, \$4.00 or \$4.50 (the current maximum level) for each air carrier passenger (subject to certain exceptions) enplaned at an airport controlled by such public agency. PFC revenues are used to finance airport projects approved by the FAA, including debt service and other financing costs on bonds or other obligations issued to finance such specific projects. The eligibility of such projects is subject to certain restrictions, including limitation on the authorized uses. Eligible airport-related projects approved by the FAA are referred to herein as “Approved PFC Projects.” The authority to collect a PFC expires once collections reach a maximum amount prescribed by the FAA. The maximum collection amount may be unilaterally increased by up to 25% by the public agency charging the PFC (such as the Authority) or otherwise increased upon approval of the FAA.

Under the PFC Act, all passenger air carriers serving an airport for which the FAA has authorized the collection of a PFC must collect such PFC at the time they sell an airline ticket to a passenger to be enplaned at the airport. The air carriers collecting a PFC on behalf of a public agency must remit the proceeds of the PFC to the public agency on a monthly basis, less any interest accrued on the investment of the proceeds of the PFC revenues they collect and \$0.11 of each PFC collected as administrative compensation. The PFC revenues received by the Authority are net of this administrative charge. In the event of an airline bankruptcy, it is unclear whether the Authority would be afforded the status of a secured creditor with regard to PFC revenues collected or accrued with respect to that airline. See “CERTAIN INVESTMENT CONSIDERATIONS—Effect of Possible Airline Bankruptcies.”

In November 1992, the Authority received approval from the FAA to impose a PFC in the amount of \$3.00 per enplaned passenger and to begin collection in February 1993. The approved use of PFC revenues was for (i) funding of various Approved PFC Projects on a “pay-as-you-go” basis and (2) payment of the eligible portion of principal and interest on bonds issued to finance the 1993 terminal renovation and expansion project (the “**1993 Bonds**”). As of Fiscal Year 1997, the Authority had completed the “pay-as-you-go” Approved PFC Projects. In July 2002, the Authority submitted an amendment to the original PFC application to the FAA requesting to extend the PFC collection period to 2025 and to increase the PFC charge to \$4.50 per enplaned passenger. The FAA subsequently approved the Authority’s request, and the increase was implemented on November 1, 2002 and to remain in effect through March 1, 2025.

The Authority has authorization to collect up to \$257.8 million in PFC revenues to pay the principal and interest on bonds issued to finance or refinance the terminal renovation and expansion project. As of June 30, 2022, the Authority had collected approximately \$146.1 million in PFCs.

As discussed above under “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Pledge of Revenues,” the Indenture provides that PFC revenues are treated as Revenues for the purposes of the Indenture, but are to be used only to the extent and for the purposes that such PFC revenues are permitted to be used by federal law or regulation. The Authority currently uses PFC revenues to help pay debt service on the 2013 Bonds and the 2019 Bonds. In Fiscal Years 2020 and 2021, the Authority recorded approximately \$2.9 million and \$270,964, respectively, in PFC revenues to the payment of debt service on a portion of outstanding 2013 Bonds and 2019 Bonds. The 2023 Bonds are being issued to refund all or a portion of the Authority’s outstanding General Revenue Bonds, 2013 Series C (AMT), and the Authority expects to apply PFC revenues to help pay annual debt service on the 2023 Bonds. The Authority is not required to and does not intend to seek FAA approval to apply PFC revenues to the payment of debt service on the 2023 Bonds.

The actual amount of PFC revenues received in each Fiscal Year may vary depending on the number of qualifying passenger enplanements at the Airport. See “CERTAIN INVESTMENT CONSIDERATIONS” for a general discussion of several factors that may impact the number of passenger enplanements at the Airport and the Authority’s receipt of PFC revenues, and “COVID-19 PANDEMIC” for a discussion of the impact of COVID-19 on the number of passenger enplanements at the Airport and the Authority’s receipt of PFC revenues in Fiscal Years 2020 and 2021.

Federal Funding

The Authority funds a significant portion of the costs of capital projects at the Airport and certain other programs at the Airport with grant and other funds received from various federal agencies pursuant to various programs, some of which are described below. Over the last 10 Fiscal Years, the Authority has received grant or other funding from the FAA and the TSA.

FAA Funds. The Authority receives federal grants from the FAA each year. The Airport and Airway Improvement Act of 1982, as amended, created the Airport Improvement Program (the “**AIP**”). The AIP is administered by the FAA and funded by the Airport and Airway Trust Fund, which is financed by federal aviation user taxes. Under the AIP, the FAA awards grant moneys to airports around the country for capital improvement projects. Grants are available to airport operators in the form of “entitlement” funds and “discretionary” funds. Entitlement funds are apportioned annually based upon the number of enplaned passengers and the aggregate landed weight of all-cargo aircraft; discretionary funds are available at the discretion of the FAA based upon a national priority system. Before federal approval of any AIP grants can be given, eligible airports must provide written assurances that they will comply with a variety of statutorily specified conditions. The Authority is subject to periodic compliance reviews by the FAA to verify the Authority’s compliance with applicable federal laws, FAA grant assurances and FAA policies. Generally, federal grants are paid to the Authority on a reimbursement basis when the grant agreement is approved and after eligible expenditures are made.

TSA Funds. The Authority has previously received funds from: the TSA through the National Explosive Detection Canine Team Program (the “**NEDCT Program**”), which provides for funding for training canine units; the Law Enforcement Officers Reimbursement Agreement Program (the “**LEORA Program**”), which provides funding for training law enforcement officers to support passenger screening activities at airport checkpoints; and

Other Transaction Agreements (“OTA”) providing for the funding of design and development associated with certain capital projects. OTAs are not considered procurement contracts, grants or cooperative agreements.

The Authority intends to continue seeking federal funding for its capital improvements, when appropriate. In the event the Authority does not receive such federal grants or other federal funds in the expected amounts, the Authority would need to identify alternative sources of funding for such projects, including the issuance of Additional Bonds or may choose not to proceed with certain projects.

CARES Act, CRSSA Act and ARP Act.

In March 2020, the federal government passed the CARES Act, which provided approximately \$10 billion in government aid to U.S. airports impacted by the COVID-19 pandemic. Under the CARES Act, the Authority was allocated approximately \$20.7 million in grant funding; the Authority applied \$14.7 million of such funding to pay operating expenses and debt service in Fiscal Year 2020, and the remaining \$6.0 million of such funding to pay operating expenses and debt service in Fiscal Year 2021. In December 2020, the federal government passed the CRRSA Act, which provided approximately \$2 billion in government aid to U.S. airports impacted by the COVID-19 pandemic. Under the CRRSA Act, the Authority was allocated approximately \$6.0 million in grant funding, and applied the full amount of such funding to pay operating expenses in Fiscal Year 2021. In March 2021, the federal government passed the ARP Act, which provided approximately \$8 billion in government aid to U.S. airports impacted by the COVID-19 pandemic. Under the ARP Act, the Authority was allocated approximately \$15.8 million in grant funding; the Authority applied \$8.0 million of such funding to pay operating expenses and debt service in Fiscal Year 2021 and plans to apply the remaining \$7.8 million of such funding to pay operating expenses and debt service in Fiscal Year 2022. In addition, the ARP established the Coronavirus State and Local Fiscal Recovery Funds to provide support to state, local and tribal governments. The Government has allocated \$15.0 million of such moneys to the Authority. The Authority plans to apply such funding to pay operating expenses, specifically personnel costs, in Fiscal Year 2022. For information regarding the CARES Act, CRSSA Act and ARP Act, see “COVID-19 PANDEMIC—Federal Aid.”

Table 12 sets forth the amounts of federal grants and other funds awarded to the Authority from such federal agencies during Fiscal Years 2011 through 2021, and Fiscal Year 2022 to date. Table 12 does not include the \$15.0 million of Coronavirus State and Local Fiscal Recovery Funds that the Government allocated to the Authority.

Table 12
A.B. Won Pat International Airport, Guam
Federal Grant and Other Funding
Fiscal Years 2011 through 2021 and Fiscal Year 2022 as of June 30, 2022

Fiscal Year	Federal Agency	Type of Funding	Award Amount
2011	FAA	AIP Grant	\$ 5,680,479
2012	FAA	AIP Grant	7,441,024
2013	FAA	AIP Grant	1,517,000
	TSA	OTA	25,343,330
2014	FAA	AIP Grant	4,950,567
2015	FAA	AIP Grant	3,251,000
2016	FAA	AIP Grant	6,526,726
	TSA	NEDCT Program and LEORA Program	1,943,782
2017	FAA	AIP Grant	9,700,500
2018	FAA	AIP Grant	20,517,558
2019	FAA	AIP Grant	4,596,429
2020	FAA	AIP Grant	26,092,783 ⁽¹⁾
	TSA	NEDCT Program and LEORA Program	378,749
	FAA	CARES Act	20,693,369
2021	TSA	NEDCT Program and LEORA Program	175,200
	FAA	AIP Grant	12,251,167 ⁽¹⁾
	FAA	CRSSA Act	5,955,726

2022 ⁽²⁾	FAA	ARP Act	15,763,258 ⁽¹⁾
	TSA	NEDCT Program & LEORA Program	295,700
	FAA	AIP Grant	4,880,921
	Total Federal Funding:		\$177,955,268

⁽¹⁾ Full award amount has not yet been paid to the Authority on a reimbursement basis.

⁽²⁾ Fiscal Year 2022 data as of June 30, 2022.

Source: The Authority.

Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law).

In November 2021, the federal government passed the Infrastructure Investment and Jobs Act (also referred to as the Bipartisan Infrastructure Law, the “**BIL**”), which appropriated \$25 billion over a five-year period (Fiscal Years 2022-2026) for airport and air traffic control projects. This aviation funding includes \$15 billion in grants for airport infrastructure projects that increase safety and expand capacity; \$5 billion in competitive grants for airport terminals including replacing aging terminals and airport-owned control towers; and \$5 billion to improve the physical condition of FAA air traffic control facilities. Under the BIL, the Authority expects to receive approximately \$30 million for infrastructure development over a five-year period. As of June 30, 2022, the Authority has been allocated a total of approximately \$12.8 million in BIL funds for Fiscal Years 2022 and 2023 and plans to apply such funding to non-terminal building capital improvement projects.

AGREEMENTS FOR USE OF AIRPORT FACILITIES

The Authority has entered into, and receives payments under, different agreements with various airlines and other parties, including operating and lease agreements relating to landing fees, other fees and the leasing of space in the terminal building; other leases regarding cargo and other facilities; and concession agreements and other arrangements relating to the sale of goods and services at the Airport.

Airline Operating Agreements

Below is a brief summary of certain provisions of the Airline Operating Agreements. See “THE AIRPORT—Air Carriers Serving the Airport.” Airlines that have entered into operating agreements are referred to as “**Signatory Airlines**.” For a more detailed summary of the Airline Operating Agreements, see APPENDIX B—SUMMARY OF THE FORM OF SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE. Capitalized terms not defined in this section are defined in APPENDIX B—SUMMARY OF THE FORM OF SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE—DEFINITIONS.

General

As of August 2022, all passenger air carriers serving the Airport were Signatory Airlines. In 2019, the Authority entered into separate, substantially similar new Signatory Airline Operating Agreements and Terminal Building Leases (the “**Airline Operating Agreements**”) with all Signatory Airlines serving the Airport except for Philippine Airlines. Philippine Airlines, which had continued to operate on “holdover status” on a month-to-month basis under the terms of the prior airline operating agreement that expired on September 30, 2016, executed a new airline operating agreement with the Authority in December 2021.

These Airline Operating Agreements are generally consistent with the Authority’s previous airline operating agreements. Each Airline Operating Agreement sets forth the terms of use of and the Authority’s rate-setting mechanisms for the Signatory Airline’s airfield and terminal facilities. The initial five-year terms of the Airline Operating Agreements commenced on October 1, 2019. Guam law currently precludes the Authority from entering into an agreement for the use of public real property for a term in excess of five years. In the event there is a change in such law, each Airline Operating Agreement may be extended for an additional five-year term upon mutual agreement in writing by the Authority and the Signatory Airline.

Under the Airline Operating Agreements, each Signatory Airline has the exclusive right to use its “Exclusive Use Space” for ticket counters, ticket, baggage and cargo services and operational support areas and offices. Each Signatory Airline also has the nonexclusive right to use the “Joint Airline Use Space,” which includes, among other things, the baggage claim areas and passenger hold rooms, the “Conditional Airline Use Space,” and the “Common Use Ticket Counter Space,” consisting of certain ticket counter positions, which the Authority may reassign to one or more other Signatory Airlines under certain conditions. The Airline Operating Agreements also provide that gates are assigned to the Signatory Airlines on a quarterly basis, with priority assignment based on recent activity at the Airport, and the Authority has the right to re-assign gates and other facilities to other Signatory Airlines. Under certain circumstances, including failure to pay any amounts due under an Airline Operating Agreement or failure to provide regularly scheduled service to and from the Airport for a period of 60 consecutive days, the Authority may terminate an Airline Operating Agreement if it provides 30 days’ advance written notice to the Signatory Airline and during such period the Signatory Airline has not cured (or has not commenced and is not diligently pursuing curing) the cause for such termination. In certain limited circumstances, a Signatory Airline may terminate an Airline Operating Agreement by providing the Authority with 60 days’ advance written notice.

Rates and Charges

Pursuant to the Airline Operating Agreements, the Signatory Airlines are required to pay on a monthly basis landing fees, terminal building rentals, loading bridge use fees, apron use fees, enplanement fees, arrival fees, common use departure fees and immigration inspection fees. For purposes of accounting for Airport revenues and expenses and calculating and adjusting rates and charges, the Airport is divided into five cost centers (the “**Airport Cost Centers**”): (i) the Airfield Area, (ii) the Apron Area, (iii) the Terminal Area, (iv) the Terminal Building and (v) the Other Buildings and Areas. As provided in the Airline Operating Agreements, the terminal rental rates, the loading bridge use fees, apron use fees, enplanement fees, arrival fees, common use departure fees and immigration inspection fees are calculated based on a compensatory rate-setting methodology, and the landing fees at the Airport are calculated based on a residual rate-setting methodology.

A Signatory Airline’s terminal building rent is determined by multiplying (x) the total square footage of its Exclusive Use Space and its allocable portion of the Joint Airline Use Space by (y) the Terminal Building rental rate, which is calculated by dividing the Net Terminal Building Requirement by the total Usable Space. The loading bridge fee is determined by dividing (x) the Loading Bridge Use Fee requirement by (y) the estimated number of loading bridge uses by the Signatory Airline for the succeeding Fiscal Year, and the apron use fee is determined by dividing (a) the Apron Area requirement by (b) the estimated total takeoff weight for all Signatory Airline aircraft arrivals for the succeeding Fiscal Year.

Recognizing the impact of the COVID-19 pandemic and global travel restrictions on its Signatory Airlines, the Authority granted a one-time waiver of 70% of the terminal building rental rate for each Signatory Airline from July 1, 2020 to September 30, 2020. For more information regarding the impact of COVID-19 on the Airport, see “COVID-19 PANDEMIC.”

Generally, in determining the Net Terminal Building Requirement, the Loading Bridge Use Fee requirement and the Apron Requirement, the Authority calculates the total direct and indirect estimated Operating and Maintenance Expenses allocated to the applicable Airport Cost Centers, an amount equal to 1.25 times the pro rata portion of annual debt service on the Authority’s outstanding Bonds allocated to the applicable Airport Cost Centers or such other amount required by the Indenture, the pro rata portion of the annual requirement of any subordinate security or other loans allocated to the applicable Airport Cost Centers, the pro rata portion of the estimated amount, if any, for other deposits required by the Indenture or the Airline Operating Agreement allocated to the applicable Airport Cost Centers, the total amount or pro rata portion of the annual amortization allocated to the applicable Airport Cost Centers of any capital improvements placed in service prior to the Fiscal Year for which rates and charges are being determined, the estimated amount of any assessment, judgment or charge (net of insurance proceeds) to become payable by the Authority relating directly to the Airport or its operation and allocated to the applicable Airport Cost Centers, any estimated deficit or credit for the operation of the applicable area during the then-current Fiscal Year or any adjustment carried forward from a previous Fiscal Year, and, with respect to the Net Terminal Building Requirement, a credit equal to the allocated portion of the balance in the Other Available Moneys Coverage Subaccount.

The enplanement fee, arrival fee and immigration fee are based on the annual average Terminal Building rental rate, the square footage of the departure facilities, the arrival facilities and the immigration inspection facilities, respectively, and the estimated numbers of Signatory Airline enplaned passengers, arriving passengers and international deplaned passengers, respectively.

Pursuant to the Airline Operating Agreements, the Landing Fee rate is determined by dividing (x) the Landing Fee requirement by (y) the composite estimate of the total maximum gross certificated takeoff weight of all Signatory Airline aircraft arrivals for the succeeding Fiscal Year. In determining the Landing Fee requirement for the next succeeding Fiscal Year, the Authority takes into account the Authority's total direct and indirect estimated Operation and Maintenance Expenses, an amount equal to 1.25 times the annual debt service on the Authority's outstanding Bonds or such other amount required by the Indenture, the estimated amounts of the annual requirement of any subordinate security or other loans pertaining to the Airport and for other deposits, if any, required by the Indenture or the Airline Operating Agreements, the annual amortization allocated to the Terminal Building, Apron Area, Airfield Area and loading bridges of the total amount of any capital improvements placed in service prior to such Fiscal Year, the estimated amount of any assessment, judgment or charge (net of insurance proceeds) to become payable by the Authority relating directly to the Airport or its operation and any overpayment or underpayment estimated for operation of the Airport during the then-current Fiscal Year or any adjustment carried forward from a previous Fiscal Year, less estimated revenue to be derived by the Authority from Airport concessions, rents, fees, and charges from other than Signatory Airlines, service fees (excluding PFCs and FAA grants-in-aid) and use fees, estimated unrestricted investment income in the succeeding Fiscal Year from all funds and accounts except the Construction Fund and the Capital Improvement Fund, the estimated total Terminal Building rents, arrival fees, immigration inspection fees, loading bridge use fees and apron fees to be paid by the Signatory Airlines, and a credit equal to the balance in the Other Available Moneys Coverage Subaccount.

For a description of the methods for determining the Net Terminal Building Requirement, the Loading Bridge Use Fee requirement and the Apron Requirement and the Landing Fee Requirement, see APPENDIX B—SUMMARY OF THE FORM OF SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE.

The Airline Operating Agreements provide that if the total Landing Fee requirement during any Fiscal Year is reasonably expected to vary by more than 10% from the projected Landing Fee requirement for such Fiscal Year, the Authority may, if deemed necessary by the Executive Manager after consultation with the Signatory Airlines, revise the Landing Fee rate, resulting in an adjusted Landing Fee effective as of April 1 of such Fiscal Year, by an amount equal to the difference between the projected and revised total Landing Fee requirement divided by the estimated total takeoff weight of all Signatory Airlines during the balance of the Fiscal Year.

The Airline Operating Agreements provide further that if at any time during any Fiscal Year, Airport revenues are insufficient to pay when due all items set forth in the report provided to the Signatory Airlines by the Authority as part of the budgeting and rate-setting process, or to pay any reasonable obligation or expense or cost incidental or necessary to, or arising out of, the operation of the Airport, the Authority may, upon notice and consultation with the Signatory Airlines, adjust the landing fee rate, terminal building rents, loading bridge use fee, apron use fee, enplanement fee, arrival fee and immigration inspection fee to such amounts as are sufficient to assure the Authority that all such items, expenses and costs will be paid in full, solely from revenues of the Airport, provided that the Authority has used commercially reasonable best efforts to reduce operating costs and budget for the then-current Fiscal Year before adjusting rents and fees. In Fiscal Year 2020, despite a decline in total revenues relative to the Fiscal Year 2020 budget due to the COVID-19 pandemic, the Authority was able to avoid adjusting rents and fees due to the receipt of federal funds pursuant to the CARES Act. Similarly, the Authority was able to avoid adjusting rents and fees despite a decline in total revenues relative to the Fiscal Year 2021 budget due to receipt of federal funds pursuant to the CARES Act, CRSSA Act and ARP Act.

See “COVID-19 PANDEMIC—Federal Aid.”

Federal statutes and FAA regulations require that an airport maintain a rate structure that is as “self-sustaining” as possible. Various federal statutes also require that the rates and charges assessed by an airport operator for the use of its facilities by airlines and other aeronautical users be “reasonable” and not “unjustly discriminatory” and authorize the Secretary of Transportation to review rates and charges complaints brought by air

carriers. No assurance can be given that the applicable statutory standards will remain the same or that FAA regulations or policies will not be modified or replaced in the future. The impact on the Authority of such a modification or replacement cannot be predicted. There is currently no dispute between the Authority and any of the airlines serving the Airport over existing rates and charges, but no assurance can be given that the air carriers serving the Airport will not challenge the Authority's rate-setting methods in the future.

Capital Improvements

The Executive Manager is required under the Airline Operating Agreements to report to the Signatory Airlines on or before July 1 of each Fiscal Year the costs of any capital improvements to be programmed and included in the Annual Budget for the ensuing Fiscal Year and the debt service and/or amortization or lease payment schedule to be added to the rents and fees under the Airline Operating Agreement for those capital improvements and to meet with the Signatory Airlines to discuss the proposed capital improvements and the preferred means of financing such capital improvements. Any capital improvement not disapproved in writing within 30 days following such meeting (or the date the Authority provides any supporting documentation) by 60 percent of the Signatory Airlines in number who pay more than 60 percent of the rents and fees during the prior 12-month period (collectively, a "**Majority-in-Interest**" or "**MII**") is deemed to be concurred with and may be implemented by the Authority at any time. If a Majority-in-Interest disapproves a capital improvement, the Executive Manager is required to meet again with the Signatory Airlines to respond to any questions from the initial meeting and to provide any additional requested information regarding the capital improvement. If such capital improvement is again disapproved by a Majority-in-Interest, the capital improvement is to be deferred to the following Fiscal Year. If the Authority decides to proceed with the capital improvement in the following Fiscal Year, no additional meetings or approvals are necessary, subject to the provisions of the Airline Operating Agreements relating to any capital improvement having a cost in excess of \$10,000,000. The Authority is permitted under the Airline Operating Agreements to implement any capital improvement and include the amortization, debt service (including coverage) or loan payments for such capital improvement in the Signatory Airline rents and fees if the Authority determines that such capital improvement is necessary or prudent to ensure compliance with a rule, regulation or order of any governmental agency having jurisdiction over operation of the Airport. The Authority may not proceed with any capital improvement having a cost in excess of \$10,000,000, however, if concurrence is specifically withheld by a Majority-in-Interest.

Retirement of Outstanding Bonds

The Airline Operating Agreement provides that if, at the end of any Fiscal Year in which Bonds or other debt obligations payable from Revenue remain outstanding, the balance in the Capital Improvement Subaccount not programmed or encumbered pursuant to the provisions of the Airline Operating Agreement relating to capital improvements exceeds the greater of (a) \$30,000,000 or (b) the sum of annual deposits to the Capital Improvement Subaccount for the three most recent Fiscal Years for which data is available, then such excess is to be transferred as soon as possible to the Debt Service Fund and used to provide for (i) the early retirement of any such Bonds or (ii) the refinancing of any outstanding Bonds or other outstanding obligations at such time as the Authority determines market conditions are favorable for such purpose. If the Authority has not applied such funds for such purposes within two years of the date of transfer, the funds are to be transferred to the Other Available Moneys Coverage Subaccount.

Passenger Terminal Building Concessions and Revenue Arrangements

Duty Free Concession. In 2013, the Authority entered into a concession agreement (the "**Lotte Concession Agreement**") with Lotte Duty Free Guam, L.L.C. ("**Lotte**"). Lotte has been operating the duty free concession at the Airport since July 21, 2013. The term of the Lotte Concession Agreement expires on July 20, 2023. Under the Lotte Concession Agreement, Lotte is required to pay to the Authority monthly rent equal to: (A) one-twelfth of an annual amount equal to the greater of: (1) a minimum annual guarantee amount of \$15.16 million for the main retail and future retail space and \$240,000 for the arrivals retail concession space; or (2) the sum of: (a) 30.1% of Lotte's on-site gross revenues for the main retail space and future retail space at the Airport, and (b) 25.0% of the Lotte's on-site gross revenues for the additional retail space; and (B) an amount equal to one percent (1%) of Lotte's gross revenues from operations of either Lotte's flagship Guam store or Lotte's first non-Airport retail outlet on Guam ("other gross revenues"), whichever opens first, provided that when Lotte opens its

Guam flagship store, other gross revenues shall apply to Lotte's flagship store only and shall no longer apply to Lotte's first non-Airport retail outlet. Lotte does not currently operate a flagship store or any non-Airport retail outlets in Guam.

Under certain circumstances, such as default, dissolution, insolvency, abandonment of the concession, discontinued passenger terminal operations, major destruction of the concession premises and similar circumstances, the Authority or Lotte may terminate the Lotte Concession Agreement upon 30 days' prior notice to the other party. The Lotte Concession Agreement also provides that the Authority may terminate in part the Lotte Concession Agreement if the Authority determines that the efficient or convenient operations of the Airport require the use of any portion of the premises subject to the Lotte Concession Agreement. In the event of such a termination for convenience, the Authority would be required to pay Lotte a termination payment and the minimum annual guarantee amount would be subject to adjustment.

In Fiscal Years 2019, 2020 and 2021, revenues from the Lotte Concession Agreement were approximately \$13.3 million, \$9.0 million and \$4.4 million, respectively. The decrease in revenues in Fiscal Years 2020 and 2021 reflects the impact of the COVID-19 pandemic and global travel restrictions on the Airport.

In Fiscal Year 2020, the Authority waived the contractual MAG requirement under the Lotte Concession Agreement and implemented a lower monthly rental requirement from April 2020 to September 2020. The Authority subsequently extended the MAG waiver through Fiscal Year 2021. For Fiscal Year 2022, the Authority has further extended the MAG waiver through December 2021, and is evaluating the need to extend the MAG waiver retroactively for the period beyond December 2021. For more information regarding the impact of COVID-19 on the Airport, see "COVID-19 PANDEMIC."

Litigation relating to the Lotte Concession Agreement is currently pending before the Superior Court of Guam. See "CERTAIN INVESTMENT CONSIDERATIONS—Litigation Regarding the Duty Free Concession." See also "—Lotte Mediation" and APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020 Note 9 and Note 11.

Food and Beverage Concessions. The Authority has food and beverage concession agreements with 10 concessionaires (the "**Food and Beverage Concession Agreements**") having various terms. Except for the Sissie Café Agreement (as defined and further described below), all of the Food and Beverage Concession Agreements provide that the Authority will receive an amount equal to the sum of: (i) 15% of the concessionaire's annual gross revenues from the sale of food and non-alcoholic beverages; (ii) 20% of the concessionaire's annual gross revenues from the sale of alcoholic beverages; and (iii) 22.5% of the concessionaire's annual gross revenues from the sale of merchandise and in-restaurant advertising (collectively, the "**percentage rent**"). In the event a concessionaire fails to pay when due the percentage rent, or if percentage rent is less than the minimum rent charged by the Authority to other tenants, the Authority may instead impose a minimum rent as charged by the Authority to other tenants as expressed in terms of square footage. Under the Food and Beverage Concession Agreements, each concessionaire is required to make periodic capital investments for improvements to the applicable premises. Each concessionaire is required to provide a performance guaranty. Except for the Sissie Café Agreement, the terms of all the Food and Beverage Concession Agreements expired in December 2012 and those food and beverage concessionaires are operating at the Airport on a month-to-month basis under the same terms as the Food and Beverage Concession Agreements. The Authority expects to enter into new food and beverage concession agreements in Fiscal Year 2023.

On December 18, 2019, the Authority entered into a new food and beverage concession agreement with Sissie Café (the "**Sissie Café Agreement**") for a period of five years. The Sissie Café Agreement provides that the Authority will receive the greater of a minimum annual guarantee of \$100,000 or 15% of the concessionaire's annual gross revenues.

In Fiscal Years 2019, 2020 and 2021, food and beverage concession revenues were approximately \$1.1 million, \$0.6 million and \$0.1 million, respectively. The decrease in revenues in Fiscal Years 2020 and 2021 reflects the impact of the COVID-19 pandemic and global travel restrictions on the Airport. In Fiscal Year 2020, the Authority waived the contractual MAG requirement under the Sissie Café Agreement and implemented a lower monthly rental requirement from April 2020 to September 2020. The Authority subsequently extended the MAG

waiver through Fiscal Year 2021. For Fiscal Year 2022, the Authority has further extended the MAG waiver through December 2021, and is evaluating the need to extend the MAG waiver retroactively for the period beyond December 2021. For more information regarding the impact of COVID-19 on the Airport, see “COVID-19 PANDEMIC.”

In-Flight Catering. Although the Authority has not entered into a long-term concession agreement for in-flight catering services, the Authority receives revenues for in-flight catering through an annual business permit issued to LSG Lufthansa Services Guam, Inc. (“**LSG Lufthansa**”). Pursuant to the permit, LSG Lufthansa is required to pay to the Authority an amount equal to 5% of its monthly gross revenues. The current permit expires on June 17, 2023. The permit may be revoked by the Authority with 30 days’ notice for failure to comply with the Authority’s rules and regulations. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$0.9 million, \$0.6 million and \$0.3 million, respectively, in revenues from its in-flight catering arrangement. The decrease in revenues in Fiscal Years 2020 and 2021 reflects the impact of the COVID-19 pandemic and global travel restrictions on the Airport. For more information regarding the impact of COVID-19 on the Airport, see “COVID-19 PANDEMIC.”

Other Passenger Terminal Building Concessions. The Authority has also entered into concession agreements to provide currency exchange services, newsstand services, and advertising services within the passenger terminal building.

In September 2019, the Authority and Sakura Exchange Guam Inc. (“**Sakura**”) entered into a currency exchange concession agreement (the “**Sakura Concession Agreement**”). The Sakura Concession Agreement expires on September 2, 2024. Sakura may terminate the Sakura Concession Agreement upon the occurrence of certain events and 60 days’ written notice to the Authority. The Authority may cancel or terminate the Sakura Concession Agreement for any reason upon 30 days’ written notice to Sakura or upon the occurrence of certain events. Under the Sakura Concession Agreement, Sakura is required to pay to the Authority (i) an amount equal to 9.0% of the gross turnover (“percentage rent”) per year, and (ii) rent for the premises in the amount of \$500 per location per month. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$237,760 (including approximately \$212,748 in revenues from the prior currency exchange concessionaire, Travelex Currency Services, Inc., which operated at the Airport until May 31, 2019), \$126,538, and \$0 respectively, in revenues from currency exchange concession agreements. Due to the COVID-19 pandemic, Sakura suspended operations at the Airport on March 18, 2020, and notified the Authority of its intent to terminate the Sakura Concession Agreement in May 2022. The Sakura Concession Agreement was terminated on [____], 2022. The Authority plans to enter into a currency exchange concession agreement with a new concessionaire in Fiscal Year 2023. For more information regarding the impact of COVID-19 on the Airport, see “COVID-19 PANDEMIC.”

In 2016, the Authority and In-Ter-Space Services, Inc. dba Clear Channel Airports (“**Clear Channel**”), entered into a commercial advertising concession agreement, which expired in June 2021, and which Clear Channel opted not to extend. The Authority plans to solicit a new commercial advertising concessionaire. In the interim, the Authority retained Big Fish Creative, Inc. (“**Big Fish**”), to establish an airport advertising program. Under the agreement with Big Fish, Big Fish is required to pay to the Authority 60% of gross monthly revenue. The current agreement with Big Fish expires on June 14, 2023. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$0.4 million, \$0.2 million and \$0.1 million, respectively, in revenues from its advertising concession agreement.

In 2010, the Authority and Bestseller Inc. (“**Bestseller**”) entered into a retail merchandise concession agreement to provide newsstand services at the Airport (the “**Newsstand Concession Agreement**”). The Newsstand Concession Agreement expired on May 30, 2015; however, Bestseller continued to operate at the Airport on a month-to-month basis under the same terms as the Newsstand Concession Agreement through March 2020. In Fiscal Years 2019 and 2020, the Authority received \$33,447 and \$26,053, respectively, in revenues from the Newsstand Concession Agreement. The decrease in revenues in Fiscal Year 2020 reflects the impact of the COVID-19 pandemic and global travel restrictions on the Airport. In March 2020, Bestseller terminated the Newsstand Concession Agreement, due primarily to reduced passenger activity as a result of the COVID-19 pandemic. For more information regarding the impact of COVID-19 on the Airport, see “COVID-19 PANDEMIC.” The Authority expects to enter into a retail merchandise concession agreement with a new concessionaire in Fiscal Year 2023.

Non-Passenger Terminal Building Concessions and Revenue Arrangements

Rental Cars and Customer Facility Charges. In 2006, the Authority entered into separate non-exclusive car rental concession and lease agreements (collectively, the “**Rental Car Concession Agreements**”) with six rental car companies operating at the Airport (collectively, the “**Rental Car Companies**”). The Rental Car Companies currently operating at the Airport are Atkins Kroll, Hertz Rent-A-Car, National Car Rental and Nissan Rent-A-Car. Dollar Rent-A-Car terminated its agreement with the Authority on January 26, 2021, and was subsequently acquired by Hertz Rent-A-Car on March 1, 2021. Budget Rent-A-Car, which previously operated at the Airport, sold its franchise to Avis-Rent-A-Car, effective July 1, 2021. Avis Rent-A-Car was subsequently acquired by Atkins Kroll, effective April 14, 2022.

The initial five-year terms of the Rental Car Concession Agreements commenced on July 1, 2006, and the Authority exercised its options to extend the terms of the Rental Car Concession Agreements for an additional five years to June 30, 2016. All of the Rental Car Companies currently operating at the Airport are on a month-to-month basis under the same terms as the Rental Car Concession Agreement, terminable by either party upon 30 days’ prior notice. The Authority expects to enter into new non-exclusive car rental concession and lease agreements in Fiscal Year 2023.

Under the Rental Car Concession Agreements, the Rental Car Companies are each required to pay to the Authority annually the greater of (i) a sum equal to 10% of the Rental Car Company’s gross receipts made from or upon the Airport (the “percentage fee”) for such agreement year or (ii) a minimum annual guaranty fee in an amount equal to 85% of such Rental Car Company’s percentage fee payable for the preceding agreement year. The Rental Car Concession Agreements also provide for the payment of annual rent for counter and office space in the Terminal Building, the ready/return parking area and the staging/storage lot. For Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$1.6 million, \$0.8 million and \$0.4 million, respectively, in revenues under the Rental Car Concession Agreements, although their aggregate minimum annual guaranty rent was approximately \$1.3 million, \$1.3 million and \$0.6 million in Fiscal Years 2019, 2020 and 2021, respectively.

The decrease in revenues in Fiscal Years 2020 and 2021 reflects the impact of the COVID-19 pandemic and global travel restrictions on the Airport. In Fiscal Year 2020, the Authority waived the contractual MAG requirement under each of the Rental Car Concession Agreements and implemented a lower monthly rental requirement from April 2020 to September 2020. The Authority subsequently extended the MAG waiver through Fiscal Year 2021. For Fiscal Year 2022, the Authority has further extended the MAG waiver through December 2021, and is evaluating the need to extend the MAG waiver retroactively for the period beyond December 2021. For more information regarding the impact of COVID-19 on the Airport, see “COVID-19 PANDEMIC.”

The Rental Car Companies are also required to collect on behalf of, and to remit to, the Authority a \$0.50 per contract day customer facility charge (“**CFC**”). CFC revenues are not included in Revenues. The Authority applies a portion of the CFCs remitted to the Authority to pay the costs of developing and building the ready/return and staging/storage lot used by the Rental Car Companies and the operating and maintenance expenses of the Authority allocable to the ready/return and staging/storage lot. The remaining CFCs are held in trust by the Authority to be applied to pay the costs of planning, designing and constructing new rental car facilities. In Fiscal Years 2019, 2020 and 2021, \$152,956, \$100,662 and \$45,315 of CFC revenues were remitted to the Authority, respectively.

Parking. The parking facility located at the passenger terminal building includes both public parking and commercial vehicle parking. The public parking lot includes both short-term and long-term parking, and the commercial vehicle parking facility includes parking for tour operators, taxis and the Rental Car Companies. The public facilities at the Airport are managed and operated by PacAir, Ltd. (“**PacAir**”) under a concession agreement between PacAir and the Authority (as amended, the “**Parking Agreement**”). Pursuant to the Parking Agreement, PacAir also manages the commercial vehicle parking facilities adjacent to the passenger terminal building on an interim basis, pending implementation of an Automated Vehicle Identification System (“**AVIS**”) developed and financed by PacAir. The Parking Agreement terminated on October 31, 2021; however, PacAir has continued to operate on “holdover status” on a month-to-month basis under the terms of the agreement. Pursuant to the Parking Agreement, PacAir is required to pay to the Authority annually the greater of (i) \$120,000 or (ii) 17% of PacAir’s monthly gross receipts for its operation of the parking facilities. In the Parking Agreement, the Authority retains,

among other things, the right to establish parking rates. Parking rates are established annually and are set forth in the Airport Tariff Schedule. The Authority had not increased rates since October 1, 2016. In addition, PacAir pays a monthly rental fee for office space at the Airport. The Authority pays a monthly flat service fee to PacAir to cover operational expenses for the management of the commercial parking facilities. Subject to the approval of the Authority, PacAir may sell advertising space on the parking facilities. PacAir is required to pay to the Authority an amount equal to 15% of the gross revenue from the sale of such advertising. In Fiscal Years 2019, 2020 and 2021, the Authority received concession revenues in the amount of approximately \$0.25 million, \$0.13 million and \$0.05 million pursuant to the Parking Agreement, respectively. The decrease in revenues in Fiscal Years 2020 and 2021 reflects the impact of the COVID-19 pandemic and global travel restrictions on the Airport.

In Fiscal Year 2020, the Authority waived the contractual MAG requirement under the Parking Agreement and implemented a lower monthly rental requirement from April 2020 to September 2020. The Authority subsequently extended the MAG waiver through Fiscal Year 2021. For Fiscal Year 2022, the Authority has further extended the MAG waiver through December 2021, and is evaluating the need to extend the MAG waiver retroactively for the period beyond December 2021. For more information regarding the impact of COVID-19 on the Airport, see “COVID-19 PANDEMIC.”

Ground Transportation. The Airport typically receives ground transportation revenues generated from tour bus operators, taxicab operations and airport shuttle services and other courtesy vehicle operations. The Authority has not entered into any long-term concession agreements with any ground transportation providers, although some ground transportation providers rent counter and/or office or other facilities space pursuant to space leases with the Authority. Instead, the various ground transportation providers typically operate under annual Airport Business Permits, pursuant to which the various ground transportation providers pay to the Authority specified fees and charges. The Authority historically derives a significant portion of its ground transportation revenues from tour bus operators and taxicab operations. Tour bus operators are required to pay an annual permit fee per vehicle, the amount of which varies depending on vehicle passenger capacity. In addition, the Authority typically receives from tour operators a Tour Bus Facility Charge Fee for arriving passengers, which the Authority has set at \$5.00 per arriving passenger for permitted operators and \$10.00 per arriving passenger for non-permitted operators. Taxi operators pay an annual per cab permit fee to operate at the Airport. For each of Fiscal Years 2019, 2020 and 2021, the Authority set a taxicab permit charge of \$300 per vehicle per year. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$4.3 million, \$2.0 million and \$0.02 million, respectively, in revenues from its ground transportation-related arrangements (excluding rental income) and operations, including approximately \$4.0 million, \$1.8 million and \$0.2 million in Tour Bus Facility Charges, respectively. The decrease in revenues in Fiscal Years 2020 and 2021 reflects the impact of the COVID-19 pandemic and global travel restrictions on the Airport. As of June 30, 2022, there were 23 tour bus operators and 63 taxicab companies operating at the Airport.

Other Agreements for Airport Facilities

Passenger Terminal Leases. In addition to the concession agreements described above, the Authority leases space in the passenger terminal pursuant to space leases (or holdover tenancies under the same terms as the expired space lease) to a number of entities, ranging from leases to banks providing ATM machines, to leases for tour company counters, to leases to the TSA and the Customs & Quarantine Agency for office and operations space and leases to other entities providing services at the Airport. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$8.3 million, \$6.2 million and \$6.1 million, respectively, in revenues from these space leases, including approximately \$2.4 million, \$2.0 million and \$1.6 million, respectively, from the Customs and Quarantine Agency for space in the passenger terminal building.

Tiyan Business Park. The Authority receives revenue from the Tiyan Business Park through ground leases with PacAir Properties, DHL, Triple B and CTSI and from space or ground leases with, or Airport Operating Permits issued to, other entities using the facilities located within the Tiyan Business Park. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$0.6 million per year in revenues from its ground leases with PacAir Properties, DHL, Triple B and CTSI and approximately \$0.8 million per year in revenues pursuant to other arrangements for the use of facilities located in the Tiyan Business Park.

On October 31, 2006, the Authority entered into a ground lease agreement with PacAir Properties to lease 540,000 square feet of land for constructing, maintaining and operating facilities suitable for air transportation services (the “**PacAir Integrated Cargo Terminal**”). Subsequent to the execution of the original ground lease, the Authority and PacAir Properties twice amended and restated the ground lease, including by executing the Second Amended and Restated Ground Lease Agreement, dated May 26, 2010 (as subsequently amended, the “**PacAir Ground Lease**”). As so amended, the initial term of the lease is 50 years, commencing on February 22, 2008. For every additional improvement PacAir Properties makes to the leased premises that exceeds \$2.5 million, PacAir Properties may exercise the option to renew for an additional 10 years, with the total term of the lease, including extensions, not to exceed 60 years. Pursuant to the PacAir Ground Lease, rent was deferred until July 29, 2014, the fifth anniversary of the date of beneficial occupancy of the PacAir Integrated Cargo Terminal. Thereafter, PacAir Properties is required to pay the Authority the deferred rent in equal monthly installments, without interest, over the next 10 years at the same time as the regular monthly rent payments. PacAir Properties may sublet portions of the PacAir Integrated Cargo Terminal, subject to the consent of the Authority. More than 90% of the PacAir Integrated Cargo Terminal is currently occupied. PacAir Properties currently is subletting 32,500 square feet of the PacAir Integrated Cargo Terminal to the Authority, and in turn, the Authority sub-subleases a portion of the PacAir Integrated Cargo Terminal to Guam Customs to accommodate the Guam Customs cargo inspection facility and office.

Pursuant to an agreement for ground lease, dated July 1, 2007 (the “**Triple B Ground Lease**”), between the Authority and Magellan Holdings, L.L.C. (“**Magellan**”), Magellan leases 70,000 square feet of land for the purposes of constructing, maintaining and operating a multi-modal facility for air and ocean freight and related activities, the Triple B Forwarders Building. Magellan subleases the Triple B Forwarders Building Cargo Terminal to Triple B Forwarders (Guam), Inc. The Triple B Forwarders Building is currently used for handling sea freight and air cargo. The initial term is 20 years, commencing on July 1, 2007. Magellan may at its option to extend the term of the Triple B Ground Lease for an additional 10 years.

Pursuant to a ground lease agreement, dated December 12, 2008 (the “**CTSI Ground Lease**”), between the Authority and CTSI, CTSI leases 8,168 square meters of land for constructing, maintaining and operating facilities suitable for air and surface cargo import/export processing, the CTSI Freight Forwarding Terminal. The CTSI Freight Forwarding Terminal is used primarily by CTSI for distribution of its own products. The initial term of the lease is for 25 years, commencing on September 11, 2010. CTSI has the option to extend the initial term for an additional 15 years, subject to certain conditions, with the total term of the lease not to exceed 40 years.

The terms of the Pac Air Ground Lease, the Triple B Ground Lease and the CTSI Ground Lease are substantially similar. Under each ground lease, the lessees are required to pay specified monthly rent, which amount is to escalate by 10% (under the Pac Air Ground Lease and the CTSI Ground Lease) or by 20% (under the Triple B Ground Lease) every fifth year (and subject to additional adjustment for any term extensions), and to pay certain costs and expenses incurred by the Authority in connection with security, landscaping and off-premises lighting within and attributable to their respective leased premises. The ground leases also provided that if all or any part of the improvements are damaged or destroyed by fire or other casualty of any kind, the applicable lessee will be required at its own cost to repair or restore the improvements to the premises and that all insurance proceeds received as a result of damage to or destruction of the improvements are to be applied for such repairs or restoration.

The Authority may terminate any of the Pac Air Ground Lease, the Triple B Ground Lease or the CTSI Ground Lease if the Authority determines that the premises are needed for Airport construction or development. In the event of such a termination, the Authority would be required to compensate the applicable lessee in accordance with the then-applicable eminent domain laws. The Authority may terminate the Pac Air Ground Lease, the Triple B Ground Lease and the CTSI Ground Lease, as applicable, under certain circumstances, including (i) if the applicable lessee makes any assignment for the benefit of its creditors, is decreed insolvent or bankrupt or if a receiver is appointed for the lessee; and (ii) any default by the lessee in any of the terms and conditions of the applicable ground lease (after the expiration of applicable notice and grace periods). In the event of any breach of such ground leases, the Authority may re-enter the property and, following such re-entry, may terminate the applicable ground lease or leave the ground lease in place and re-let any part or all of the premises subject to the applicable ground lease. If any such ground lease is terminated prior to its expiration date other than for a lessee default, the Authority may be required to reimburse the lessee for a portion of the unamortized net book value of the existing structural improvements (unless otherwise provided for in the applicable ground lease).

Pursuant to a lease agreement, dated as of February 1, 2004 (the “**DHL Ground Lease**”), between the Authority and DHL, DHL leases 7,551 square meters of land for the purposes of developing and operating a parcel express delivery service, the DHL Cargo Terminal. The DHL Cargo Terminal is used solely by DHL for express service. The initial term of the lease was 10 years, commencing in 2005, was extended twice at DHL’s option and now expires on September 30, 2025. The DHL Ground Lease may be extended at DHL’s option for one additional consecutive five-year period. The Authority receives both base rent and ground rent from DHL. Of the rent that is payable each month, the Authority agreed that approximately 80% of such monthly rent would represent DHL’s own cash contributions toward the cost of constructing improvements on the premises and would constitute capital investment on the part of DHL. In addition, DHL is required to pay certain costs and expenses incurred by the Authority in connection with security, landscaping and off-premises lighting within and attributable to the DHL Cargo Terminal.

If all or any part of the DHL Cargo Terminal is destroyed or damaged by fire or other casualty and such damage can be repaired and the premises restored and rendered tenantable within 90 days, the DHL Ground Lease will not be terminated, the Authority will be required to cause the repair and restoration of the improvements to the premises and to provide alternative premises to DHL, and DHL’s rent will be abated during the restoration period. If the Authority is unable to provide alternative premises, DHL may terminate the agreement. If such damage cannot be repaired and the DHL Cargo Terminal restored and rendered tenantable within 90 days, or if the costs exceed the insurance proceeds available to the Authority to pay for such repairs, then either the Authority or DHL may terminate the DHL Ground Lease.

At any time after July 1, 2009, DHL may terminate the DHL Ground Lease by (i) giving notice to the Authority at least 180 days prior to the effective date of termination, and (ii) payment to the Authority of a cancellation fee equal to the base rent that would have been payable by DHL to the Authority for the portion of the term commencing on the date of termination and ending on the last day of the initial term, discounted to present value using a discount rate of 10%. Under certain circumstances, including failure to pay rent, abandonment, assignment or other defaults (after giving effect to notice and cure periods), the Authority may terminate the DHL Ground Lease. Under certain circumstances, including damage to or destruction of all or a substantial portion of the DHL Cargo Terminal such that it is rendered incapable for use and the Authority has failed to repair the damage or provide for alternative premises, if DHL is required to vacate the DHL Cargo Terminal for a specified period of time or if the Authority breaches certain terms of the DHL Ground Lease, DHL may terminate the DHL Ground Lease.

Airport Industrial Park. Although the Airport Industrial Park is located on property owned by the Authority, not all of the businesses operating in the Airport Industrial Park are directly related to Airport operations. The Airport Industrial Park currently has four tenants operating pursuant to various ground leases, including a gas station and convenience store, a heavy equipment retailer, a restaurant and a cargo warehouse facility. The ground lease for the heavy equipment retail will terminate in October 2022; the Authority plans to solicit interest for a new tenant to replace the heavy equipment retailer in Fiscal Year 2023. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$[1.1] million per year in revenues from its ground leases in the Airport Industrial Park.

Pursuant to a Ground Lease, dated August 15, 1991 (the “**SPPC Ground Lease**”), between the Authority and South Pacific Petroleum Corporation (successor-in-interest to Esso Eastern Inc.) (“**SPPC**”), SPPC leases 5,709 square meters of land for the purposes of constructing and operating a motor vehicle service station and convenience store. The initial 30-year term of the SPPC Ground Lease expired on August 13, 2021. SPPC has the option to extend the SPPC Ground Lease for two successive 10-year periods, and has exercised its option to extend for the first 10-year period, which expires on August 13, 2031.

Pursuant to the SPPC Ground Lease, the rental rate at the end of each fifth year increases by 10% of the prior effective rate, subject to further adjustment for any extension. In addition, SPPC is required to pay to the Authority its allocable share of the monthly common area expenses of the Airport Industrial Park, including expenses for security, maintenance, landscaping, streetlights, road repair and utilities within or related to the Airport Industrial Park.

In the event of any damage to or destruction of the leased premises, including any building or other improvements, SPPC is required within 60 days to commence and diligently pursue the repair or reconstruction of

such premises; provided, however, if such damage or destruction occurs during the last three years of the term and such damage or destruction renders the premises commercially unusable by SPPC, then SPPC may instead elect to terminate the SPPC Ground Lease by delivering or assigning to the Authority all insurance proceeds received or receivable by SPPC as a result of such damage or destruction and returning the leased premises (at SPPC's cost) to the same condition or better as it was at the commencement of the term of the SPPC Ground Lease.

Under certain circumstances, the Authority may terminate the SPPC Ground Lease and re-enter the property, including (i) any default under the SPPC Ground Lease (after giving effect to notice and cure periods); (ii) if SPPC is adjudicated a bankrupt or adjudged insolvent; (iii) SPPC makes an assignment for the benefit of its creditors or files a petition in bankruptcy for insolvency or reorganization or applies for an appointment or a receiver; or (iv) any execution or attachment issued against SPPC or its property and the leased premises are taken or occupied (or an attempt is made to take or occupy such premises) by someone other than SPPC, except as permitted under the SPPC Ground Lease. If SPPC is in breach of the SPPC Ground Lease and has abandoned the premises, the Authority may elect to not to terminate the SPPC Ground Lease, and SPPC would continue to be obligated to pay rent. The Authority may also re-enter and re-let the premises.

Pursuant to a Ground Lease Agreement, dated April 15, 2008 (as subsequently amended, the "**Marianas Ground Lease**"), between the Authority and Marianas Steamship Agencies, Inc. ("**Marianas Steamship**"), Marianas Steamship leases 8,109 square meters of land for the purposes of constructing, maintaining and operating a multi-modal facility for air and/or ocean freight and related activities. The initial term of the Marianas Ground Lease is 21 years and six months, beginning on March 1, 2009 and expiring on August 31, 2030, and Marianas Steamship has the option to extend the term for an additional term expiring on February 28, 2039. Construction of the facility was completed in August 2010.

In 2011, the Authority and IT&E Overseas, Inc. ("**IT&E**") entered into a Ground Lease Agreement, dated January 17, 2011, as amended by Amendment No. 1 Ground Lease Agreement (together, the "**IT&E Ground Lease**"), pursuant to which IT&E leases 4,091 square meters of land for constructing, maintaining and operating a restaurant facility and related activities. The initial term of the IT&E Ground Lease is 15 years, commencing on January 17, 2011 and expiring on January 16, 2026, and IT&E has the option to extend the term for two additional consecutive five-year periods. Pursuant to the IT&E Ground Lease, IT&E invested approximately \$3.5 million for the development, construction and equipping of the restaurant and related facilities. IT&E's obligation to pay rent under the IT&E Ground Lease began in September 2011, eight months after the commencement date. The IT&E Ground Lease generates approximately \$51,252 in annual revenue.

The terms of the Marianas Ground Lease and the IT&E Ground Lease are substantially similar. Under each ground lease, the lessees are required to pay specified monthly rent, which amount escalates by 20% every fifth year (and subject to additional adjustment for any term extensions), and to pay certain costs and expenses incurred by the Authority in connection with security, landscaping and off-premises lighting within and attributable to their respective leased premises. The ground leases also provide that if all or any part of the improvements are damaged or destroyed by fire or other casualty of any kind, the applicable lessee will be required at its own cost to repair or restore the improvements to the premises and that all insurance proceeds received as a result of damage to or destruction of the improvements are to be applied for such repairs or restoration. The Authority may terminate the Marianas Ground Lease and the IT&E Ground Lease if the Authority determines that the premises are needed for Airport construction or development. In the event of such a termination, the Authority would be required to compensate the applicable lessee in accordance with the then-applicable eminent domain laws.

The Authority may terminate the Marianas Ground Lease and/or the IT&E Ground Lease under certain circumstances, including (i) if the applicable lessee makes any assignment for the benefit of its creditors, is decreed insolvent or bankrupt or if a receiver is appointed for the lessee; and (ii) any default by the lessee in any of the terms and conditions of the applicable ground lease (after the expiration of applicable notice and grace periods). In the event of any breach of such ground leases, the Authority may re-enter the property and, following such re-entry, may terminate the applicable ground lease or leave the ground lease in place and re-let any part or all of the premises subject to the applicable ground lease. If either such ground lease is terminated prior to its expiration date other than for a lessee default, the Authority may be required to reimburse the lessee for a portion of the unamortized net book value of the existing structural improvements (unless otherwise provided for in the applicable ground lease).

The fuel farm for the Airport fuel system and the reservoir for the Airport water system are also located in the Airport Industrial Park. See “THE AIRPORT—Airport Facilities.”

Leases for Other Airport Facilities. Other facilities at the Airport include the Light Aircraft Commuter Facility Building, aircraft hangars, warehouse and storage areas, a commuter terminal used primarily by Marianas Air Cargo Services for cargo operations and that has been converted in part to airline and aviation-services related offices and other facilities used as administrative buildings. The Authority receives revenues from these facilities either through space leases (or hold over tenancies under the same terms as the expired leases) or Airport Business Permits. In Fiscal Years 2019, 2020 and 2021, the Authority received approximately \$2.1 million per year in revenues for the use of these facilities.

Airport Tariff Schedule and Airport Business Permits

The annual rental rates and fees for users of the Airport facilities are set forth in the Airport Tariff Schedule for the Fiscal Year, including the rates and charges to be paid by air carriers or other entities using Airport facilities other than pursuant to a lease or other agreement.

As mentioned above, several businesses operate at the Airport pursuant to Airport Business Permits. These Airport Business Permits generally have terms of one year.

FINANCIAL INFORMATION

Historical Financial Results

Table 13 summarizes the financial results from operations for the Authority for the Fiscal Years 2017 through 2021. See APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020.

Table 13
A.B. Won Pat International Airport Authority, Guam
Statements of Revenues, Expenses and Changes in Net Position
Fiscal Years 2017-2021

	Restated 2017	2018	2019	2020	2021
Operating revenues:					
Facilities and systems usage charges:					
Arrival facilities	\$ 7,217,137	\$ 6,559,487	\$ 8,347,102	\$ 3,320,638	\$475,611
Departure facilities	7,262,796	6,438,454	8,523,065	3,166,630	791,830
Immigration	2,561,033	2,143,829	2,992,580	1,141,757	87,865
Public apron	1,624,347	1,599,047	1,434,721	1,255,161	1,096,053
Passenger loading bridge	6,152,234	6,895,713	5,674,619	4,825,376	1,309,725
Landing fees	3,449,352	3,855,235	3,529,496	2,948,497	799,651
Utility recovery charge and other fees	517,710	587,975	589,105	630,898	477,492
Fuel flowage fee	220,539	226,352	251,570	242,016	261,792
Total facilities and systems usage charges	\$29,005,148	\$28,306,092	\$31,342,258	\$17,530,973	\$5,300,019
Concession fees:					
General merchandise	\$15,262,095	\$14,814,811	\$13,340,866	\$ 8,983,541	\$4,421,204
Ground transportation	4,308,545	3,509,509	4,056,595	1,869,800	(5,287)
Car rental	1,493,833	1,533,183	1,669,979	826,033	359,631
Food and beverage	1,076,606	1,021,361	1,084,172	577,059	115,867
In-flight catering	871,110	844,661	890,493	557,166	263,497
Other	1,246,880	1,319,858	1,180,076	664,102	355,030
Total concession fees	\$24,259,069	\$23,043,383	\$22,222,181	\$13,477,701	\$5,509,942
Rental income:					
Operating space – airline	\$ 3,829,763	\$ 4,500,606	\$ 4,778,328	\$ 4,504,053	\$2,797,620
Operating space – non-airline	4,132,588	3,839,952	4,268,780	2,849,043	4,060,166
Other	3,656,610	3,668,000	3,774,343	3,816,917	3,696,941
Total rental income	\$11,618,961	\$12,008,558	\$12,821,451	\$11,170,013	\$10,554,727
Miscellaneous	\$ 5,133,844	\$ 5,571,796	\$ 2,566,926	\$ 982,110	\$ 1,808,568
Total operating revenues	\$70,017,022	\$68,929,829	\$68,952,816	\$43,160,797	\$23,173,256
Provision for bad debts	--	--	--	--	--
Total operating revenues after provision for bad debt	\$70,017,022	\$68,929,829	\$68,952,816	\$43,160,797	\$23,173,256
Operating expenses:					
Contractual services	\$23,996,751	\$27,672,687	\$25,529,980	\$20,647,465	\$14,857,167
Personnel services	18,267,920	13,884,736	18,131,872	19,272,276	18,886,492
Materials and supplies	1,365,208	1,187,924	1,236,583	1,524,757	799,951
Total operating expenses	\$43,629,879	\$42,745,347	\$44,898,435	\$41,444,498	\$34,543,610
Income from operations before depreciation and amortization	\$26,387,143	\$26,184,482	\$24,054,381	\$ 1,716,299	(\$11,370,354)
Depreciation and amortization	27,365,679	28,017,440	28,071,895	27,236,732	29,198,113
Operating income(loss)	(\$ 978,536)	(\$ 1,832,958)	(\$ 4,017,514)	(\$25,520,433)	(\$40,568,467)
Non-operating income (expense):					
Passenger facility charge income	\$ 7,286,165	\$ 7,081,113	\$7,362,377	\$2,919,951	\$270,964
Interest income	1,269,029	2,077,360	2,472,916	1,818,696	762,933
Interest expense	(11,281,416)	(9,719,495)	(7,528,494)	(4,150,792)	756,281
Other expenses, net	(6,138,775)	(4,634,079)	(3,071,554)	(6,533,361)	(2,421,257)
Operating Grants from the U.S. Government	421,580	413,100	415,108	15,094,077	20,428,336
Transfer from Government of Guam – Office of Highway Safety	28,968	11,368	--	8,069	14,271
Bond insurance cost	--	--	--	--	--
Non-recurring expenses	--	(79,591)	(127,001)	(139,220)	--
Total non-operating expenses, net	(\$8,414,449)	(\$4,850,224)	(\$ 476,648)	\$9,017,420	\$19,811,528
Loss before capital grants	(\$9,392,985)	(\$6,683,182)	(\$4,494,162)	(\$16,503,013)	(\$20,756,939)
Capital Grants from the U.S. Government	\$13,586,533	\$7,928,287	\$7,766,386	\$12,054,605	\$22,340,926
Increase in net position	4,193,548	1,245,105	3,272,224	(4,448,408)	1,583,987
Net position at beginning of year	\$276,049,631	\$280,243,179	\$281,488,284	\$284,760,508	\$280,312,100
Net position at end of year	\$280,243,179	\$281,488,284	\$284,760,508	\$280,312,100	\$281,896,087

Source: Derived from the audited financial statements of the Authority.

Management's Discussion of Fiscal Year 2021 Financial Results.

The COVID-19 pandemic, global travel restrictions and declining passenger demands, particularly from international visitors from Asia, continued to adversely impact the Authority's financial position in Fiscal Year 2021. For more information regarding the impact of the COVID-19 pandemic on the Airport's operations and finances, see "COVID-19 PANDEMIC."

In Fiscal Year 2021, the Authority had approximately 135,566 enplanements and 223,603 total passenger movements, a 84.7% decrease in enplanements and a 86.7% decrease in passenger movements as compared to Fiscal Year 2020. Signatory Airlines were cautiously optimistic in projecting a modest recovery of 1.15 million enplanements but only realized 11.8% of projections. This drop was due in large part to the continued suspension of service by airline partners from key international origin/destination markets. Moreover, the percentage of arriving passengers from international origin/destination markets such as South Korea, Japan, and Taiwan, normally account for over 90% of arriving passengers, while the remaining 10% or less arrive from domestic locations of Hawaii and Saipan, CNMI. In Fiscal Year 2021, 67.6% were domestic travelers while 32.4% were international arrivals.

Due to Guam's heavy reliance on the relaxing of tourism and travel restrictions in key origin/destination markets of Japan, South Korea, Taiwan and China, recovery has lagged compared to other tourist markets. The arrival and dissemination of the COVID-19 vaccine and the sustained reduction in transmission did increase passenger activity, particularly in the last four months of Fiscal Year 2021. However, total passenger movements in Fiscal Year 2021 equated to only 6.2% of pre-pandemic activity in Fiscal Year 2019.

The Authority's operating revenue significantly decreased by approximately \$20.0 million, from approximately \$43.2 million in Fiscal Year 2020 to approximately \$23.2 million in Fiscal Year 2021, due primarily to decreases in facilities and systems usage charges (decrease of \$12.2 million) and concession fees (decrease of \$8.0 million). The Authority's operating costs and expenses decreased by approximately \$6.9 million, from \$41.4 million in Fiscal Year 2020 to \$34.5 million in Fiscal Year 2021, due primarily to decreases in contractual services (decrease of \$5.8 million). The Authority's non-operating income, net of non-operating expenses, increased by approximately \$10.8 million in Fiscal Year 2021, due primarily to an increase in operating grants from the federal government, including federal relief funds under the CARES Act, CRSSA Act and ARP Act relating to the COVID-19 pandemic.

Budgeting Process

The Indenture requires that the Authority prepare and adopt an annual budget for each Fiscal Year. The Authority is required under the Airline Operating Agreements to adopt an Annual Budget for the Airport and to establish annually the terminal building rental rates, departure fee, arrival fee, immigration in section fee, loading bridge use fee, apron use fee and landing fee rates for the succeeding Fiscal Year. In April of each year, the Executive Manager requests all Signatory Airlines to submit their month to month projections of total landings for each type of aircraft and associated gross takeoff weight, as well as estimates of total revenue passengers, and each Signatory Airline is required to provide to the Authority on or before May 1 of each Fiscal Year a written estimate of the Maximum Certificated Gross Takeoff Weight for the Signatory Airline for the succeeding Fiscal Year.

In developing its annual budget, the Authority takes into account Operation and Maintenance Expenses, the annual debt service requirements for the Authority's outstanding Bonds (including amounts necessary to maintain the debt service coverage ratio required under the Indenture), required deposits to the funds and accounts established pursuant to the Indenture, amortization of assets funded by the Authority and a schedule of capital improvement projects. In addition, deposits to various funds and accounts established outside of the Indenture are included in the budget when approved by the Board of Directors. The Authority generates an estimate of revenues from sources other than Signatory Airline rental rates and fees and then prepares preliminary calculations of the rents and fees to be paid by the Signatory Airlines, determined in accordance with the Airline Operating Agreements. On or before July 1 of each year, the Authority is required to provide to the Signatory Airlines a proposed Annual Budget, including, among other things, a preliminary calculation of the rents and fees to be paid by the Signatory Airlines during such succeeding Fiscal Year. The Executive Manager is required to convene a meeting with the Signatory

Airlines within 30 days after the proposed Annual Budget is transmitted, and the Signatory Airlines are given an opportunity to discuss the proposed Annual Budget with the Authority prior to its adoption.

The Authority endeavors to adopt the Annual Budget for the coming Fiscal Year no later than 30 days prior to the commencement of such Fiscal Year. The adjusted rents and fees become effective on the first day of the Fiscal Year for which they apply. In the event the Annual Budget has not been adopted by the Authority by the first day of the Fiscal Year, the rents and fees in effect during the preceding Fiscal Year will remain in effect until the Annual Budget is adopted. Upon the adoption of the Annual Budget, the new rents and fees will be made retroactive to the first day of the Fiscal Year. The Authority retains the responsibility and expressly reserves the right to make all final decisions with respect to the Annual Budget and any subsequent amendment thereof, consistent with and pursuant to the terms and conditions of the Airline Operating Agreements. The Authority adopted its budget for Fiscal Year 2022 in August 2021, and expects to adopt its budget for Fiscal Year 2023 by the end of August 2022.

See “SECURITY AND SOURCES OF PAYMENT OF THE BONDS—Rate Covenant,” “AGREEMENTS FOR THE USE OF AIRPORT PROPERTY—Airline Operating Agreements,” APPENDIX B—SUMMARY OF THE FORM OF SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE AND APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE.

Historical Debt Service Coverage

Table 14 shows the Authority’s Annual Debt Service Coverage for the Fiscal Years ended September 30, 2017 through 2021. For purposes of determining compliance with debt service coverage requirement set forth in the Indenture, the Revenues are calculated by adding operating revenues, PFC revenue, certain interest income, amounts received pursuant to operating grants from the federal government and transfers from the Government of Guam – Office of Highway Safety and certain other non-operating revenue.

Table 14
A.B. Won Pat International Airport Authority, Guam
Debt Service Coverage
Fiscal Years 2017-2021

	2017	2018	2019	2020	2021
Revenues ⁽¹⁾	\$78,494,013	\$77,497,364	\$78,057,017	\$62,599,909	\$44,505,782
Less: Operation and Maintenance Expenses	(45,384,833)	(47,497,544)	(44,991,443)	(42,659,019)	(35,767,648)
Net Revenues	\$33,109,180	\$29,999,820	\$33,065,573	\$19,940,890 ⁽³⁾	\$8,738,134 ⁽³⁾
Plus: Other Available Moneys ⁽²⁾	5,967,500	5,969,625	5,968,250	3,393,565	1,729,676
Net Revenues and Other Available Moneys	\$39,076,680	\$35,969,445	\$39,033,823	\$23,334,455	\$10,467,810
Aggregate Annual Debt Service	\$23,870,000	\$23,878,500	\$23,873,000	\$13,574,260	\$ 6,918,703
Annual Debt Service Coverage (1.25x Required)	1.64x	1.51x	1.64x	1.72x	1.51x

⁽¹⁾ Revenues as calculated in accordance with the Indenture. Includes operating revenues, PFC revenue, certain interest income, amounts received pursuant to operating grants from the federal government and transfers from the Government of Guam – Office of Highway Safety and certain other non-operating revenue.

⁽²⁾ For any Fiscal Year, the amount designated by the Authority of unencumbered moneys on deposit in the Capital Improvement Fund at the end of the prior Fiscal Year, but in no event to exceed 25% of the Aggregate Annual Debt Service for such Fiscal Year.

⁽³⁾ See “—Management’s Discussion of Fiscal Year 2021 Financial Results” and “COVID-19 PANDEMIC.”

Source: Derived from the audited financial statements of the Authority.

Retirement Fund and Other Post-Employment Benefits

General. The Government of Guam Retirement Fund (the “GGRF”) provides retirement annuities and

other payments to retired Government employees, including employees of the Authority, and their dependents. Employees hired on or before September 30, 1995, are members of the Government of Guam Employees Retirement System (the “**DB Plan**”). Employees hired after September 30, 1995, became members of the Defined Contribution Retirement System (the “**DC Plan**”); however, members of the DC Plan could voluntarily elect to become members of the Defined Benefit 1.75 Retirement System (the “**DB 1.75 Plan**”) or the Guam Retirement Security Plan (the “**GRSP**”) from April 1, 2017 until December 31, 2017.

DB Plan. The DB Plan is a single-employer defined benefit pension plan administered by the GGRF to which the Government contributes based upon a fixed percentage of the payroll for those employees of the DB Plan. A single actuarial valuation is performed annually covering all DB Plan members, and the same contribution rate applies to each employer, including the Government. Members of the DB Plan are required to contribute a certain percentage of their annual covered salary, which is currently 9.5%. The DB Plan member and employer contribution requirements are established by statute. According to the GGRF audited financial statements as of September 30, 2021 (the “**GGRF 2021 Financial Statements**”) there were a total of 1,215 active members, 7,440 retired members and 3,113 inactive members with account balances under the DB Plan as of September 30, 2021. As of September 30, 2021, 46 Authority employees were members of the DB Plan.

DC Plan. The DC Plan is a single-employer defined contribution pension plan administered by the GGRF. Contributions to the DC Plan by members are based on an automatic deduction of 5.0% of the member’s regular base pay through December 31, 2017, and 6.2% of the member’s regular base pay starting on January 1, 2018. Contributions are deposited into each individual employees’ 401(a) account with the DC Plan. As described above, eligible members of the DC Plan were permitted to elect to become members of the DB 1.75 Plan or the GRSP by December 31, 2017, and as of that date, according to the GGRF, approximately 3,379 of the 8,947 DC Plan members elected to transfer to the DB 1.75 Plan which resulted in approximately \$229 million in assets being transferred from the DC Plan into the DB 1.75 Plan. The GRSP was a governmental defined benefit plan that was intended to be the primary retirement plan for new employees beginning January 1, 2018. However, very few DC Plan members elected to transfer to the GRSP and GRSP was repealed by the Legislature in 2020. With the repeal of the GRSP, the default plan for all new Government employees is the DC Plan. According to the GGRF 2021 Financial Statements, as of September 30, 2021, there were a total of 7,070 active members in the DC Plan. As of September 30, 2021, 113 Authority employees were members of the DC Plan.

DB 1.75 Plan. The DB 1.75 Plan is a governmental defined benefit pension plan administered by the GGRF with an effective date of January 1, 2018. The DB 1.75 Plan members are required to contribute 9.5% of their base salary to the DB 1.75 Plan and 1% of their base salary to a Government deferred compensation plan. As described above, certain existing employees and members of the DC Plan were provided limited opportunity to participate in the DB 1.75 Plan. As of January 1, 2018, the DB 1.75 Plan was closed to new participants. According to the GGRF 2021 Financial Statements, as of September 31, 2021, there were a total of 2,763 active members in the DB 1.75 Plan. As of September 31, 2021, 89 Authority employees were members of the DB 1.75 Plan.

DB Plan and DB 1.75 Plan Annual Valuation Results. The DB Plan’s unfunded actuarial accrued liability (“**UAAL**”) and funded ratio for the past five Fiscal Years is shown in Table 15. Beginning in Fiscal Year 2017, the UAAL and funded ratio includes the DB 1.75 Plan.

Table 15
Unfunded Actuarial Accrued Liability and Funded Ratio of Defined Benefit Plans⁽¹⁾
Fiscal Years 2017 through 2021
(in millions)

Fiscal Year	Actuarial Accrued Liability	Actuarial Assets	Unfunded Actuarial Accrued Liability	Funded Ratio
2017	\$3,183.2	\$1,916.4	\$1,266.8	60.20%
2018	3,197.1	2,021.9	1,175.2	63.24
2019	3,221.3	2,066.0	1,155.4	64.13
2020	3,228.1	2,053.9	1,174.2	63.62
2021	3,267.5	2,125.3	1,142.2	65.04%

⁽¹⁾ Does not include Cost-of-Living Allowance and Supplemental Annuity Liability.

Source: Government of Guam Retirement Fund Actuarial Valuation as of September 30, 2021.

Significant actuarial assumptions and methods used in the Government of Guam Retirement Fund Actuarial Valuation as of September 30, 2021 (the “**2021 GGRF Valuation Report**”) include, among other things: (a) the interest rate used to discount future benefit payments to the present and long term expected rate of return on plan assets of 7.0% (b) the Entry Age Normal method; (c) total payroll growth of 2.75% per year; and (d) 3-year phase-in of gains/losses relative to interest rate assumption. According to the 2021 GGRF Valuation Report, and based on the GGRF 2021 Financial Statements, the GGRF actuary calculated an investment return on the total market value of assets of 19.1% for the fiscal year ending September 30, 2021. The average annual return on the market value of assets has been 8.6% for the last five fiscal years. The investment return on the actuarial value of assets (recognizing investment gains and losses over a 3-year period) was 8.4% for the Fiscal Year ended September 30, 2021.

The GGRF is subject to GASB Statement No. 67; each participating employer, including the Authority, is subject to GASB Statement No. 68 (“**GASB 68**”). GASB 68 was incorporated into the Authority’s financial statements beginning in Fiscal Year 2015. For the Authority’s proportionate share of the GGRF’s net pension liability and pension expense for the Fiscal Year 2021, see APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020, Note 8.

Contribution Rates. Under Title 4, Chapter 8, Section 8137 of the Guam Code Annotated, as amended, the Government is required to completely fund the unfunded actuarial accrued liability by May 1, 2033. The actuarial employer contributions rates set forth in the annual valuations apply to the Fiscal Year beginning one year after the valuation date. Components of the actuarial employer contribution rates include percentages towards (1) the UAAL of the DB Plan and DB 1.75 Plan, (2) normal cost of the DB Plan and DB 1.75 Plan, and (3) contributions and expenses for the DC Plan.

Although the actuarial contributions rates are provided to the Legislature of Guam by the GGRF in advance of each Fiscal Year and used for budget preparation, the Legislature is not required to adopt such rates but has done so in recent years. The Government applies the same employer statutory contribution rate to all employees (i.e., DB Plan members, DC Plan members, etc.). Of the amounts contributed by the employers under the DC Plan, an amount equal to 5.0% of the DC Plan member’s regular base pay through December 31, 2017 and 6.2% of the DC Plan member’s regular base pay starting on January 1, 2018, is deposited into the member’s individual annuity account; the remaining amount in excess of 5.0% through December 31, 2017 and 6.2% starting on January 1, 2018, of the DC Plan member’s regular base pay is contributed towards the UAAL of the DB Plan. Table 16 sets forth the actuarial employer contribution rates and the statutory employer contribution rates for Fiscal Years 2017 through 2021:

Table 16
Employer Contribution Rates – Actuarial and Statutory⁽¹⁾
Fiscal Years 2016 through 2022

Fiscal Year	Actuarial Rate	Statutory Rate
2017	26.56%	27.41%
2018	26.28	27.83
2019	26.97	26.56
2020	28.32	26.28
2021	28.43	26.97

⁽¹⁾ The actuarial employer contributions rates set forth in the annual valuations apply to the Fiscal Year beginning one year after the valuation date. For example, the actuarial contribution rate determined in the valuation report as of September 30, 2017 (Fiscal Year 2017) is applied for the Fiscal Year beginning October 1, 2019 (Fiscal Year 2019).

Source: Government of Guam Retirement Fund Actuarial Valuation as of September 30, 2021; Government of Guam Retirement Fund Financial Statements as of September 30, 2021.

Table 17 sets forth the actual contributions made by the Authority to the DB Plan during Fiscal Years 2017 through 2021. Such amounts were equal to the required contributions for those years.

Table 17
Authority's Contributions to DB Plan
Fiscal Years 2016 through 2021

Fiscal Year	Amount
2017	\$1,178,407
2018	2,161,139
2019	2,295,961
2020	2,218,740
2021	2,314,394

Source: The Authority.

Table 18 sets forth the actual contributions made by the Authority to the DC Plan, as well as the portion of such contributions that are applied to the unfunded liability of the DB Plan during Fiscal Years 2017 through 2021. Such amounts were equal to the required contributions for those years.

Table 18
Authority's Contributions to DC Plan and DB Plan toward Unfunded Liability
Fiscal Years 2017 through 2021

Fiscal Year	DC Plan Amount	Portion of DC Plan Amount to DB Plan
2017	\$2,966,912	\$1,788,505
2018	3,211,677	1,050,538
2019	3,106,325	810,364
2020	3,390,951	1,172,211
2021	3,521,603	1,258,026

Source: The Authority.

COLA and Supplemental Annuity Payments. Public Law 25-72, passed in 1999, requires the payment of supplemental annuity and cost-of-living-allowance (“COLA”) benefits to retirees and specifies that these payments are to be vested, limited-duration benefits to be provided by the GGRF. Ad hoc COLA payments of \$2,000 per year have been provided to retired DB Plan and DC Plan members and spouse survivors. In addition, supplemental annuity payments of \$4,238 (subject to an aggregate limitation of \$40,000 per year when combined with the

member's regular retirement annuity) have been provided to retired DB Plan members and survivors whose benefits commenced prior to October 1, 1995. These payments have been made outside of the GGRF trusts through annual allocations, and are anticipated to continue in future years. Effective Fiscal Year 2017 and pursuant to GASB Statement No. 73, the resultant actuarial liability relating to these payments have been included in the Government wide balance sheets of the basic financial statements.

Other Post-Employment Benefits. The Government makes annual expenditures for certain postretirement healthcare benefits ("OPEB") to retirees who are members of the GGRF. The Government provides medical, dental, and life insurance coverage. Prior to Fiscal Year 2020, the retiree medical and dental plans were fully-insured products provided through insurance companies. For Fiscal Year 2020 onwards, the medical policy is fully insured, and the dental policy is self-insured by the Government. Benefits under the dental plan are capped at \$1,000 per subscriber. The Government shares in the cost of these plans, with its contribution amount set each year at renewal. Current statutes prohibit active and retired employees from contributing different amounts for the same coverage. As such, the Government contributes substantially more to the cost of retiree healthcare than to active healthcare. For the life insurance plan, the Government provides retirees with \$10,000 of life insurance coverage through an insurance company. Retirees do not contribute to the cost of this coverage. The OPEB unfunded actuarial accrued liability for the Government, including fiduciary funds and component units, was approximately \$2.55 billion for Fiscal Year 2020, approximately \$1.87 billion for Fiscal Year 2019 and approximately \$2.43 billion for Fiscal Year 2018.

The OPEB plan is financed on a substantially "pay-as-you-go" basis whereby contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due. The Authority is then required to reimburse the General Fund for the OPEB costs of the Authority's retirees. Table 19 sets forth the Government's contributions for the retiree healthcare cost portion from the General Fund for OPEB for Fiscal Years 2017 through 2021, as well as the Authority's contributions to reimburse the Government for the OPEB costs of the Authority's retirees. Healthcare costs for active employees are included within salaries, wages and benefits within the individual line agencies.

Table 19
Government Contributions for OPEB and
Authority's Contribution to Reimburse OPEB Costs
Fiscal Years 2017 through 2021

Fiscal Year	Government Contributions ⁽¹⁾	Authority's Contribution to Reimburse OPEB Costs
2017	\$40,670,668	\$445,487
2018	40,670,668	440,077
2019	45,073,753	502,180
2020	43,955,093	515,865
2021	[]	463,603

⁽¹⁾ Comprised of retiree healthcare premiums and Medicare reimbursement.

Sources: Extracted from *Government of Guam Other Post-Employment Benefit Program Actuarial Valuation as of September 30, 2020*, Government audited financial statements and the Authority.

Risk Management and Insurance

The Indenture requires that the Authority (i) maintain or cause to be maintained insurance on the Airport with responsible insurers in such amounts and against such risks (including accident to or destruction of the Airport) as are usually maintained by prudent operators of airports similar and similarly situated to the Airport so long as such insurance is available to the Authority on the open market from responsible insurers at reasonable cost and (ii) maintain such other insurance affording protection in such amounts and against such risks as are usually maintained by prudent operators of airports similar to the Airport, in either case, which the Authority deems advisable or necessary to protect the interests of the Authority and the Bondowners. The Authority may satisfy these insurance requirements through a self-insurance program so long as such self-insurance is maintained in the amounts and

manner customarily maintained by prudent operators of airports similar to the Airport. The Authority is required to engage an insurance consultant every third year to review the Authority's self-insurance program and to make recommendations for any necessary modifications, including, but not limited to, any modifications necessary to comply with the Indenture.

The Authority maintains airport operator general liability insurance with coverage of \$500,000,000 for losses arising out of liability for airport operations, with a limit of \$25,000,000 for personal injury. The deductible is \$75,000 per occurrence for property damage. The Authority also maintains a property insurance policy for all risks with coverage up to \$200,000,000, including coverage up to \$5,000,000 for boiler and machinery losses and coverage up to \$5,000,000 for damage resulting from windstorms, typhoons or earthquakes. The deductible on the property insurance is \$450,000 per occurrence, no aggregate, increasing to \$5,000,000 for any one occurrence and in an annual aggregate for windstorm, typhoon or earthquake damage. The property insurance also includes coverage for business interruption at the Airport resulting from a covered event and with a 72-hour waiting period.

The Authority also maintains director and officer liability insurance with coverage up to \$4,000,000 per occurrence and in the aggregate for each person; automobile liability insurance with coverage up to \$2,000,000; worker's compensation insurance with coverage up to \$1,000,000; and employee crime insurance with coverage up to \$1,000,000.

The Authority has established a risk and loss management program to cover uninsured losses and/or deductibles. The Authority also maintains a deposit of \$1,000,000 in the Renewal and Replacement Fund, which is to be combined with funds on deposit in the Risk and Loss Management Fund for purposes of paying any uninsured losses. As of June 30, 2022, the balances in the Renewal and Replacement Fund and in the Risk and Loss Management Fund were approximately \$[.] million and \$[.] million, respectively.

AIRPORT PLANNING

Master Plan Update

In 2005, the Authority commissioned Leo A. Daly to prepare the Antonio B. Won Pat Guam International Airport Master Plan Update, 2005 (the "**2005 Master Plan**"), which included a multi-phase plan to implement improvements to, among other things, the airfield, passenger terminal, the Airport Industrial Park, roadways and access points. In April 2012, Parsons completed the A.B. Won Pat International Airport Master Plan Update (the "**2012 Master Plan Update**"), commissioned by the Authority to update the 2005 Master Plan. The primary goals of the 2012 Master Plan Update include the determination of physical Airport facilities necessary to meet the Airport's future passenger and cargo needs; enhancement of the passengers' overall experiences of passing through the Airport; development of a plan for the separation of arriving uninspected passengers destined for federal inspection services at the international arrivals facilities from departing passengers that conforms to the requirements of the TSA and the Customs and Border Patrol; development of a terminal and cargo facilities plan that confirms the Authority's strategic vision; development of a landside plan that accommodates the loss of public parking expected to result from the widening of Route 10A; and development of a concessions program to meet the needs of the international Asian tourist.

The 2012 Master Plan Update comprises four components: airfield, terminal, landside and other facilities. The airfield component includes aircraft movement areas such as the runways, taxiways and parking aprons. The terminal component includes the passenger processing areas, including ticketing and check-in counters, security facilities, hold rooms, baggage claim and concession and retail space. The landside component includes ground access, parking facilities, rental car facilities, tour bus and other ground transportation areas. The other facilities component includes the aircraft rescue and firefighting facility, cargo facilities, fuel farm facilities and general aviation facilities.

The seven primary steps of the 2012 Master Plan Update process are: (i) conducting an inventory of existing facilities, surveys and observations of key functional areas of the passenger terminal building and the cargo terminal; (ii) preparation of an aviation activity forecast (which went through 2030), including passengers, cargo and operations; (iii) determination of facility requirements based on demand/capacity analysis; (iv) development of alternative concepts and plans; (v) preparation of an airport layout plan; (vi) preparation of environmental

evaluation, including a noise exposure map; and (vii) determination of a 20-year development program, including estimated capital improvement costs.

The 2012 Master Plan Update includes a facilities implementation plan setting forth the recommended priority projects, estimated project costs and schedule necessary to meet the Authority's objectives and projected requirements. The priority projects recommended in the 2012 Master Plan Update include: (i) improvements to taxiways; (ii) construction of a sterile international arrivals corridor; (iii) relocation of the hold bag screening area; (iv) establishing a new concessions management program; (v) reconfiguration of the TSA security screening area and the addition of additional security lanes; (vi) consolidating commuter aircraft parking positions and creation of a separate domestic passenger area; (vii) construction of additional parking facilities; (viii) construction of a new aircraft rescue and firefighting facility; (ix) relocation of the cargo only aircraft aprons; (x) relocation of existing ground service equipment staging area; and (xi) upgrades to the fuel system and fire suppression system. The total program costs for all projects identified in the 2012 Master Plan Update is estimated to be \$108 million (in 2012 dollars), including planning, design, construction, program/construction management services, testing, insurance, reserves and contingency, with approximately 60% of such costs to be incurred in the first five years of a 20-year program.

None of the priority projects identified in the 2012 Master Plan Update will require an environmental impact statement; however, the relocation of the cargo only aircraft aprons and the construction of the new aircraft rescue and firefighting facility may require environmental assessments.

In November 2021, the Authority retained a consultant to update the 2012 Master Plan Update, which is expected to be completed in 2023 (the "**2023 Master Plan Update**"). The 2023 Master Plan Update will be funded with an FAA grant.

Part of the 2023 Master Plan Update is expected to include a five-year, \$161.3 million Airport Capital Improvement Plan (the "**ACIP**") for Fiscal Years 2022-2026 that the Authority has developed in consultation with the FAA. ACIP projects, some of which will overlap with 2012 Master Plan Update projects, are expected to be funded with FAA and BIL grants.

Capital Improvement Plan

Based on the 2012 Master Plan Update, the Authority developed a multi-year capital improvement plan that focused on projects intended to increase capacity, facilitate passengers through the federal inspection service process and enhance customer safety and security. Below are key projects that were completed in Fiscal Year 2022, primary projects that are currently underway and projects with procurement expected within the next 12 months. The Authority does not currently plan to issue Additional Bonds to fund any additional capital projects until a new capital improvement plan is developed based on the 2023 Master Plan Update.

Key Projects Completed in Fiscal Year 2022

- Third Floor International Arrivals Corridor with Seismic Upgrades. This project consisted of construction of a new international arrivals corridor that separates arriving non-TSA-screened passengers from departing TSA-screened passengers, as well as seismic upgrades to the passenger terminal building infrastructure to support the new Third Floor International Arrivals Corridor. The west concourse was completed and operational in December 2021, and the east concourse was completed and operational in April 2022. Total project costs were approximately \$135 million. Sources of funding for this project included proceeds from the Series 2013 Bonds, Authority funds and FAA grants.
- Runway 6L/24R Rehabilitation (Phase 1a and 1b). This project includes the rehabilitation and reconstruction of over 1,550 linear feet of runway (Phase 1a) and the rehabilitation and reconstruction of an additional 1,450 linear feet of runway (Phase 1b). Phase 1a and Phase 1b were completed in May 2022. Total project costs were approximately \$21 million. Sources of funding for this project included FAA grants (90%) and Authority funds (10%).

- Aircraft Rescue and Firefighting Facility. This project consists of construction of a new aircraft rescue and firefighting facility that will improve response time to potential emergencies. This project was substantially completed in July 2022. Total project costs were approximately \$23.4 million. Sources of funding for this project included FAA grants (90%) and Authority funds (10%).

Primary Projects Currently Underway

- Runway 6L/24R Rehabilitation (Phase 2). This project includes the rehabilitation of over 4,000 linear feet of runway previously constructed using PCC pavement. Phase 2 is expected to be completed in September 2022. Total project costs are estimated to be approximately \$5 million. Sources of funding for this project include FAA grants (90%) and Authority funds (10%).

- 2023 Master Plan Update. The Authority has initiated the process to update the 2012 Master Plan, which is expected to be funded by an FAA grant.

Projects with Procurement Expected within Next 12 Months

- Part 150 Noise Study Update. This project is an update of the Part 150 Noise Study, an ongoing project to provide for noise mitigation. The project will include an update of the noise exposure maps that will determine the scope of remediation. A request for proposals is expected to be issued by the end of August 2022. Total project costs are estimated to be approximately \$2.2 million. Sources of funding for this project are anticipated to include FAA grants (90%) and Authority funds (10%).

- Cargo Apron/Fuel System Extension. This project includes constructing a cargo apron and connecting taxiway, and extending the Airport's fuel system to service the Integrated Air Cargo Facility located approximately one-half mile west of the air terminal. Negotiations for the design are currently in progress. Sources of funding for this project are anticipated to include FAA grants (90%) and Authority funds (10%).

- Apron and Taxiway Rehabilitation. This project includes rehabilitating over 1.5 million square feet of parking/apron areas and the Kilo taxiway in front of the terminal and airfield. The project will enable the Airport to maintain its capacity and to increase the safety and efficiency of aircraft and ground support equipment operations, personnel activities, passenger movements and airport servicing. The project is currently ready for bid on a phased basis. Total project costs are estimated to be approximately \$40 million. Sources of funding for this project are anticipated to include FAA grants and BIL grants.

- Terminal Roof Replacement. This project includes replacing a deteriorating roofing system and adding solar renewable energy. A request for proposals was issued on July 20, 2022. Total project costs are estimated to be approximately \$14.8 million. Sources of funding for this project are anticipated to include BIL grants.

REPORT OF THE AIRPORT CONSULTANT

General

The Authority has retained the Airport Consultant to prepare the Airport Consultant Report, included as APPENDIX D to this Official Statement. **The Airport Consultant Report is not being prepared pursuant to the requirements for the issuance of a Series of Bonds under the Indenture (as described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds") and, therefore, presents limited information with respect to the Authority and the Airport.** Such information includes, among other things, a discussion of the COVID-19 pandemic impact on global airport traffic and finances; the economic basis for airline traffic at the Airport; historical airline service, traffic and financial results; projected airline traffic and financial results, including a "low-range" financial projection and a "high-range" financial projection, each consistent with projections of enplaned passengers for Fiscal Years 2022 through 2026, and corresponding assumptions.

The financial projections in the Airport Consultant Report are based upon certain information and assumptions that were provided or reviewed with and agreed to by the Authority. In the opinion of the Airport Consultant, these assumptions provide a reasonable basis for the projections set forth in the Airport Consultant Report. However, no assurance can be given that the projections and expectations discussed in the Airport Consultant Report will be achieved or that the assumptions will be realized. To the extent actual future factors differ from those assumed by the Airport Consultant or provided to the Airport Consultant by others, there may be differences between the projections and actual results, and such differences may be material. See “CERTAIN INVESTMENT CONSIDERATIONS” for some of the reasons why differences could occur.

The Airport Consultant Report does not present the same level of analysis or detailed information that would be presented for a report prepared pursuant to the requirements of the Indenture. The Airport Consultant Report should be read in its entirety. The Airport Consultant Report has not been and will not be revised subsequent to its date of publication (August [1], 2022) to reflect the final terms of the 2023 Bonds.

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Projected Debt Service Coverage

Tables 20 and 21 set forth the projected revenues, expenses, debt service and debt service coverage on the Bonds, including the 2023 Bonds, for Fiscal Years 2022 through 2026, as presented in the Airport Consultant Report under “Projected Financial Results—Low Range” and “Projected Financial Results—High Range” included as APPENDIX D herein, which reflects the projection range for annual enplaned passengers and associated financial results. The Airport Consultant Report should be read in its entirety to understand the basis of the projections.

Table 20
Projected Annual Debt Service Coverage – Low Range
A.B. Won Pat International Airport Authority, Guam
Fiscal Years Ending September 30
(in thousands)

	2022	2023	2024	2025	2026
Calculation of Net Revenues Available for Debt Service					
Signatory Airline Revenue	\$8,910	\$26,730	\$33,462	\$33,264	\$33,858
Terminal Building Concession Revenue	11,250	17,150	18,225	19,200	19,700
Other Nonairline Revenue	13,164	14,598	15,659	16,539	17,448
PFC Revenue	1,050	3,600	5,200	6,400	7,600
Federal Reimbursement	21,000	450	450	450	450
Total Revenues	\$55,374	\$62,528	\$72,996	\$75,853	\$79,056
Less: Operation and Maintenance Expenses	(44,400)	(50,000)	(51,250)	(52,531)	(53,845)
Plus: Other Available Money	2,019	1,815	2,929	4,598	4,598
Total Net Revenues & Other Available Moneys	\$12,993	\$14,343	\$24,675	\$27,920	\$29,809
Calculation of Debt Service Coverage					
Net Revenues & Other Available Moneys	\$12,993	\$14,343	\$24,675	\$27,920	\$29,809
Annual Debt Service ⁽¹⁾	8,074	7,260	11,716	18,393	18,391
Debt Service Coverage Ratio	1.61x	1.98x	2.11x	1.52x	1.62x

⁽¹⁾ Total annual debt service has not been and will not be revised to reflect the final terms of the 2023 Bonds.

Source: Extracted from tables 29 and 32 from Airport Consultant Report. See APPENDIX D.

Table 21
Projected Annual Debt Service Coverage – High Range
A.B. Won Pat International Airport Authority, Guam
Fiscal Years Ending September 30
(in thousands)

	2022	2023	2024	2025	2026
Calculation of Net Revenues Available for Debt Service					
Signatory Airline Revenue	\$14,850	\$32,175	\$34,848	\$33,858	\$35,343
Terminal Building Concession Revenue	12,300	18,900	19,800	20,700	21,300
Other Nonairline Revenue	13,784	15,494	16,409	17,353	18,101
PFC Revenue	2,100	5,200	6,400	7,600	8,400
Federal Reimbursement	21,000	450	450	450	450
Total Revenues	\$64,034	\$72,219	\$77,907	\$79,961	\$83,594
Less: Operation and Maintenance Expenses	(44,400)	(50,000)	(51,500)	(53,045)	(54,636)
Plus: Other Available Money	2,019	1,815	2,929	4,598	4,598
Total Net Revenues & Other Available Moneys	\$21,652	\$24,034	\$29,336	\$31,514	\$33,555
Calculation of Debt Service Coverage					
Net Revenues & Other Available Moneys	\$21,652	\$24,034	\$29,336	\$31,514	\$33,555
Annual Debt Service ⁽¹⁾	8,074	7,260	11,716	18,393	18,391
Debt Service Coverage Ratio	2.68x	3.31x	2.50x	1.71x	1.82x

⁽¹⁾ Total annual debt service has not been and will not be revised to reflect the final terms of the 2023 Bonds.
Source: Extracted from tables 33 and 35 from Airport Consultant Report. See APPENDIX D.

AIRPORT ENVIRONMENTAL MATTERS

The Authority is required to comply with a number of federal and local laws and regulations. Several significant environmental matters have direct and indirect impacts on the Authority and the Airport, including aircraft noise mitigation and hazardous substance clean up, some of which are described below. A significant portion of the Authority's property has been used in the past for a variety of industrial and military purposes, resulting in environmental contamination. The Authority's financial statements include accrued liabilities, which are established, reviewed and adjusted periodically, in accordance with applicable accounting standards, for the estimated costs of compliance with environmental requirements and remediation of known contamination. As required by GASB 49, as of September 30, 2021, the Authority estimated that its pollution remediation obligations to be approximately \$273,066. The Authority may discover additional environmental liabilities in the future, which would be reflected in adjustments to liabilities on the Authority's financial statements in accordance with GASB 49 and would affect Authority operating expenses. See APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020, Note 11.

Airport Water System

In Fiscal Year 2012, the Authority completed the construction of the initial phases and upgrades to the Airport's water system, including construction of a new reservoir in the Airport Industrial Park, and commissioned the operation of a new water system. The Authority undertook the improvements to the water system to provide for an independent source of water to support Airport activities, to accommodate future growth at the Airport, to accelerate the groundwater remediation at the former Naval Air Station (as described below) and to address fire suppression concerns at certain Airport facilities. The Airport's water system, including the remedial facilities described below, is currently being operated and maintained by the Guam Waterworks Authority ("GWA") pursuant to the terms of an operating agreement that expired in September 2012 (the "**GWA Operating Agreement**"). The Authority and GWA are currently operating on a month-to-month basis under the same terms of the GWA Operating Agreement. The Authority is currently negotiating a long-term operating agreement with GWA pursuant to which GWA will operate and maintain the water system, including undertaking certain of the Authority's groundwater remediation responsibilities described below under "— Groundwater Remediation at Former Naval Air Station." See APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020, Note 11.

Groundwater Remediation at Former Naval Air Station

As mentioned above, in September 2000, the United States Navy transferred to the Authority and the Government of Guam approximately 1,417 acres on the former Naval Air Station through the Public Benefit Transfer conveyance. Pursuant to an Environmental Services Cooperative Agreement, dated as of September 26, 2000 (the "**Environmental Services Agreement**"), among the Authority, the Government of Guam and the United States Government, the Authority and the Government of Guam assumed responsibility for the completion of certain environmental response actions with respect to the transferred property addressing groundwater contamination at Operable Unit beneath Naval Air Station ("**OU3**") in exchange for a one-time, lump sum payment of \$10,000,000 by the United States Navy. The Authority's obligations under the Environmental Services Agreement include, among other things, construction, operation and maintenance of certain remedial facilities, installation of granular activated carbon ("**GAC**") treatment systems, and long-term review and monitoring of the wells. The Decision Document, dated June 2018 (the "**OU3 Decision Document**"), sets forth the selected remedy for addressing groundwater contamination at OU3. Under the OU3 Decision Document, the Authority will also be required to conduct a five-year review to ensure that the remedial action taken is or will be protective of human health and the environment. In addition, the GAC treatment system requirement has been satisfied by the GAC system included as part of the Airport's new water system. The Authority expects to incorporate its obligation to operate and maintain the remedial facilities and to conduct certain monitoring activities into the long-term operating agreement to be negotiated with GWA for the operation and maintenance of the Airport's water system. The Authority, the United States Navy and the Environmental Protection Agency are currently in discussions regarding firefighting foam or per- and polyfluoroalkyl substances (PFAS). See "THE AUTHORITY—Termination of Joint Use Agreement and Transfer of the Naval Air Station, Agana," and APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020, Note 4 and Note 11.

Noise Mitigation

In November 2003, the FAA approved a Noise Compatibility Program (the “**NCP**”) developed by the Authority in response to the FAA’s Federal Aviation Regulation Part 150, Airport Noise Compatibility Planning. As part of the NCP, the Authority created the Residential Sound Solutions Program (the “**RSSP**”) to reduce aircraft related noise levels for residents in the highest noise impacted areas surrounding the Airport and developed a noise exposure map (the “**2003 Noise Exposure Map**”) that, among other noise mitigation measures, identified approximately 500 residences in the highest noise impacted areas surrounding the Airport. The 2003 Noise Exposure Map was subsequently updated in 2015 (as updated, the “**2015 Noise Exposure Map**”). Between 2003 and 2018, under the RSSP, the Authority provided sound insulation to approximately 237 residences. In exchange for such sound insulation improvements, the Authority received voluntary aviation easements from homeowners. In 2018, the FAA directed the Authority to conduct new noise measurement studies to verify that the remaining 263 residences initially identified as part of the 2003 Noise Exposure Map constitute high noise impact areas, and to identify any additional residences that constitute high noise impact areas. In February 2019, the FAA directed the Authority to suspend providing sound insulation to residences in high noise impacted areas under the RSSP while the Authority updated its NCP, including the 2015 Noise Exposure Map (such update, the “**Part 150 Noise Study Update**”). The RSSP is currently on hold pending completion of the Part 150 Noise Study Update, which is also currently on hold due to decreased aircraft activity resulting from the COVID-19 pandemic.

See APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020, Note 4.

Airport Energy Savings Performance Program

Through its Energy Savings Performance Program (the “**Energy Savings Performance Program**”), the Authority advocates for the sustainable management of resources and stewardship of the environment by investing in the latest energy infrastructure and clean technology, with the ultimate goal of leaving a lighter ecological footprint. The Energy Savings Performance Program, initially financed in 2012 by the Energy Efficiency Loan, consists of upgrading and replacing components of the electrical equipment and cooling systems in the Airport’s terminal space, which have resulted in estimated savings of approximately \$1.3 million in energy usage annually. The Energy Savings Performance Program aims to further several of the United Nations Sustainable Development Goals, including goals 7 (Affordable and Clean Energy) and 12 (Responsible Consumption and Production). In addition, the Authority is exploring the possibility of constructing solar energy systems at the Airport and purchasing zero emissions vehicles as part of the Energy Savings Performance Program.

DELAYED DELIVERY OF THE 2023 BONDS

The Authority expects to enter into a Forward Delivery Bond Purchase Contract, on or about August 17, 2022 (the “**Forward Delivery Agreement**”) for the 2023 Bonds with the Underwriters. Subject to the terms of the Forward Delivery Agreement, the Authority expects to issue and deliver the 2023 Bonds on the Delayed Delivery Date.

The obligation of the Underwriters to purchase the 2023 Bonds from the Authority is subject to the satisfaction of certain conditions, as outlined in the Forward Delivery Agreement, on the preliminary closing date (August 30, 2022) (the “**Preliminary Closing Date**”) and on the Delayed Delivery Date. The conditions to be satisfied during the period from and including the date of the Forward Delivery Agreement to the Preliminary Closing Date are, in general, comparable to those required in connection with bond closings that use a customary period of up to six weeks between sale dates and settlement dates. Because of the longer period between the sale and settlement of the 2023 Bonds, there are certain additional termination rights and settlement conditions that are not generally present in bond sales that do not involve a delayed delivery, and certain of those additional rights and conditions are summarized below. All the conditions and termination rights with respect to the sale and settlement of the 2023 Bonds are set forth in the Forward Delivery Agreement. The following is a description of certain provisions of the Forward Delivery Agreement. The following description is not to be considered a full statement of the terms of the Forward Delivery Agreement and accordingly is qualified by reference thereto and is subject to the full text thereof, a copy of which is available from the Authority and the Underwriters.

BY PLACING AN ORDER WITH THE UNDERWRITERS FOR THE PURCHASE OF THE 2023 BONDS, EACH PURCHASER ACKNOWLEDGES AND AGREES THAT THE 2023 BONDS ARE BEING SOLD ON A “DELAYED DELIVERY” BASIS, THAT THE PURCHASER IS OBLIGATED TO ACCEPT DELIVERY OF AND PAY FOR THE 2023 BONDS ON THE DELAYED DELIVERY DATE SUBJECT TO THE CONDITIONS IN THE FORWARD DELIVERY AGREEMENT, AND THAT EACH PURCHASER WILL SIGN, AND DELIVER TO THE UNDERWRITERS, A FORWARD DELIVERY AGREEMENT OF PURCHASER IN THE FORM ATTACHED AS APPENDIX I (A “PURCHASER FORWARD DELIVERY AGREEMENT”). AS A CONDITION TO ANY 2023 BONDS BEING ALLOCATED TO SUCH PURCHASER, EACH PURCHASER ACKNOWLEDGES AND AGREES THAT IT WILL REMAIN OBLIGATED TO PURCHASE SUCH 2023 BONDS IN ACCORDANCE WITH THE TERMS OF THE FORWARD DELIVERY AGREEMENT, EVEN IF THE PURCHASER DECIDES TO SELL SUCH 2023 BONDS FOLLOWING THE DATE OF PURCHASE, UNLESS THE PURCHASER SELLS SUCH 2023 BONDS TO ANOTHER INSTITUTION WITH THE PRIOR WRITTEN CONSENT OF BARCLAYS CAPITAL INC. (“THE REPRESENTATIVE”), AS THE REPRESENTATIVE OF THE UNDERWRITERS AND SUCH INSTITUTION PROVIDES A WRITTEN ACKNOWLEDGEMENT OF CONFIRMATION OF PURCHASE ORDER AND A FORWARD DELIVERY AGREEMENT IN THE SAME RESPECTIVE FORM AS THAT EXECUTED BY THE PURCHASER.

Delayed Delivery Date

The issuance of the 2023 Bonds and the Underwriters’ obligations under the Forward Delivery Agreement to purchase, accept delivery of and pay for the 2023 Bonds on the Delayed Delivery Date are conditioned upon the performance by the Authority of its obligations thereunder, the delivery of certain certificates and legal opinions, including, without limitation, the delivery of an opinion of Bond Counsel with respect to the 2023 Bonds dated the Delayed Delivery Date, substantially in the form and to the effect as set forth in APPENDIX F to this Official Statement (the “Bond Counsel Opinion”), and the satisfaction of other conditions as of the Delayed Delivery Date. At any time subsequent to the Preliminary Closing Date and on or prior to the Delayed Delivery Date (the “Delayed Delivery Period”), the Underwriters have the right, without liability, to terminate their obligations under the Forward Delivery Agreement, by notifying the Authority of their election to do so, if:

(a) an event shall occur which makes untrue or incorrect in any material respect, as of its date, any statement or information contained in the Official Statement or in the updated or supplemented Official Statement required by the Forward Delivery Agreement (the “Updated Official Statement”) or which is not reflected in the Official Statement or Updated Official Statement but should be reflected therein in order to make the statements contained therein in light of the circumstances under which they were made, not misleading in any material respect and, in either such event, (a) the Authority refuses to permit the Official Statement or Updated Official Statement, as the case may be, to be supplemented to supply such statement or information in a manner satisfactory to the Underwriters or (b) the effect of the Official Statement or Updated Official Statement, as so supplemented is, in the judgment of the Representative, to materially adversely affect the market price or marketability of the 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the 2023 Bonds;

(b) as a result of any Change in Law, Bond Counsel notifies the Authority that it does not expect to be able to issue an opinion on the Delayed Delivery Date either (i) substantially in the form and to the effect set forth in APPENDIX F to the Official Statement or (ii) notwithstanding a Change in Law that prevents Bond Counsel from issuing an opinion substantially in the form and to the effect set forth in APPENDIX F to the Official Statement, substantially to the effect that interest on the 2023 Bonds is not subject to any then currently imposed federal income tax or personal income taxes imposed by the Government;

(c) for any reason other than set forth in (b) above, Bond Counsel does not expect to be able to issue an opinion substantially in the form and to the effect set forth in APPENDIX F to the Official Statement;

(d) for any reason, including a Change in Law, the issuance, offering, or sale of the 2023 Bonds as contemplated by the Forward Delivery Agreement or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended or supplemented (the

“1933 Act”), the Securities Exchange Act of 1934, as amended or supplemented (the “1934 Act”), or the Trust Indenture Act of 1939, as amended or supplemented (the “1939 Act”);

(e) an Event of Default has occurred and is continuing, under the Indenture; or

(f) as of the Delayed Delivery Date, the 2023 Bonds are not rated (or any rating is suspended or withdrawn which results in the 2023 Bonds having no rating) by Moody’s.

During the Delayed Delivery Period, certain information contained in this Official Statement could change in a material respect. The Authority has agreed in the Forward Delivery Agreement to deliver the Updated Official Statement not more than 25 days nor less than 10 days prior to the Delayed Delivery Date.

If, on the Delayed Delivery Date, the Authority is unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2023 Bonds as set forth in the Forward Delivery Agreement or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2023 Bonds are terminated for any reason permitted by items (a) through (f) above, the Forward Delivery Agreement will terminate and neither the Underwriters nor the Authority will be under any further obligation under the Forward Delivery Agreement.

“Change in Law” shall mean any of the following, which occur at any time after the Preliminary Closing Date and on or prior to the Delayed Delivery Date: (i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations or other pronouncements or interpretations by federal or state agencies, (ii) any legislation enacted by the Congress of the United States (if such enacted legislation has a proposed effective date which is on or before the Delayed Delivery Date), (iii) any law, rule or regulation proposed or enacted by any governmental body, department or agency (if such enacted law, rule or regulation has a proposed effective date which is on or before the Delayed Delivery Date) or (iv) any judgment, ruling or order issued by any court or administrative body, which with respect to the foregoing clauses (i) through (iv) would, (A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriters from (1) accepting delivery of and paying for the 2023 Bonds in accordance with the provisions of the Forward Delivery Agreement or (2) selling the 2023 Bonds or beneficial ownership interests therein to the bona fide purchasers or, (B) as to the Authority, make illegal the issuance, sale or delivery of the 2023 Bonds (or have the retroactive effect of making illegal such issuance, sale or delivery, if enacted, adopted, passed or finalized); (C) eliminate the exclusion from gross income of interest on the 2023 Bonds (or have the retroactive effect of eliminating such exclusion if enacted, adopted, passed, or finalized); or (D) require the 2023 Bonds to be registered under the 1933 Act or under the 1934 Act, or require the Indenture to be qualified under the 1939 Act (or have the retroactive effect of requiring such registration or qualification if enacted, adopted, passed or finalized); or (v) a stop order, ruling, regulation, or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the 2023 Bonds, is, or would be, in violation of any applicable provision of the 1933 Act, the 1934 Act or the 1939 Act. A Change in Law shall not include any enactment, proposal or recommendation having the effect of diminishing (rather than eliminating) the exclusion from gross income for federal income tax purposes of interest payable on state or local bonds.

If the Change in Law involves the enactment of legislation which only diminishes the value of, as opposed to eliminating the exclusion from gross income for federal income tax purposes of, interest payable on “state or local bonds,” the Authority may, nonetheless, be able to satisfy the requirements of the delivery of the 2023 Bonds. In such event, the Underwriters would be obligated to purchase the 2023 Bonds from the Authority at the offering prices and based on the terms established in the Forward Delivery Agreement, and the purchasers would be required to accept delivery of the 2023 Bonds from the Underwriters.

The Underwriters have advised the Authority that the 2023 Bonds will be sold only to purchasers who execute a Purchaser Forward Delivery Agreement. The Authority will not be a party to the Purchaser Forward Delivery Agreements, and the Authority is not in any way responsible for the performance thereof or for any representations or warranties contained therein. The rights and obligations under the Forward Delivery Agreement are not conditioned or dependent upon the performance of any Purchaser Forward Delivery Agreement. See APPENDIX I—FORM OF FORWARD DELIVERY AGREEMENT OF PURCHASER.

THE UNDERWRITERS (AND, IN TURN, THE PURCHASERS OF THE 2023 BONDS FROM THE UNDERWRITERS) MAY NOT REFUSE TO PURCHASE THE 2023 BONDS BY REASON OF “GENERAL MARKET OR CREDIT CHANGES” INCLUDING, BUT NOT LIMITED TO CHANGES IN THE RATINGS ANTICIPATED TO BE ASSIGNED TO THE 2023 BONDS, CHANGES IN THE FINANCIAL CONDITION, OPERATIONS, PERFORMANCE, PROPERTIES OR PROSPECTS OF THE AUTHORITY PRIOR TO THE DELAYED DELIVERY DATE, CHANGES IN THE GENERAL LEVEL OF INTEREST RATES OR CHANGES IN VALUE OF THE 2023 BONDS FOR ANY REASON OTHER THAN A FULL ELIMINATION OF TAX EXEMPTION OR FOR ANY REASON OTHER THAN DESCRIBED BY ITEMS (A) THROUGH (F) ABOVE.

Additional Risks Related to the Delayed Delivery Period

During the Delayed Delivery Period, certain information contained in this Official Statement could change in a material respect. Changes in such information will not permit the Underwriters to terminate the Forward Delivery Agreement unless the change reflects an event described above in items (a) through (f) under “Delayed Delivery Date,” or release the purchasers of their obligation to purchase the 2023 Bonds except as expressly described in the Purchaser Forward Delivery Agreement.

In addition to the risks set forth above, purchasers of the 2023 Bonds are subject to certain additional risks, some of which are described below and which will not constitute grounds for purchasers to refuse to accept delivery of and pay for the 2023 Bonds.

Prospective purchasers should consult their investment advisors before making any decision as to the purchase of the 2023 Bonds. The following discussion, while not setting forth all of the factors that should be considered, contains some of the factors which should be considered, in addition to the other information in this Official Statement, prior to purchasing the 2023 Bonds. This section is not meant to be comprehensive or definitive, and there may be other risk factors which will become material in the future.

Opinion of Bond Counsel: Tax Law Risk. Subject to the additional conditions of settlement described under “Delayed Delivery Date” above, the Forward Delivery Agreement obligates the Authority to deliver and the Underwriters to acquire the 2023 Bonds if the Authority delivers the Bond Counsel Opinion. During the Delayed Delivery Period, new legislation, new court decisions, new regulations, or new rulings may be enacted, promulgated or interpreted that might prevent Bond Counsel from rendering its opinion or otherwise affect the substance of such opinion. Notwithstanding that the enactment of new legislation, new court decisions or the promulgation of new regulations or rulings might diminish the value of, or otherwise affect, the exclusion of interest on the 2023 Bonds for purposes of federal income taxation payable on “state or local bonds,” the Authority might be able to satisfy the requirements for the delivery of the 2023 Bonds. In such event, the Underwriters would be required to accept delivery of the 2023 Bonds. Prospective purchasers are encouraged to consult their tax advisors regarding the likelihood of any changes in tax law and the consequences of such changes to such purchasers.

Rating Risk. A rating has been assigned to the 2023 Bonds as described under “RATING.” No assurances can be given that the rating assigned to the 2023 Bonds on the Delayed Delivery Date will not be different from the rating currently assigned to the 2023 Bonds. Issuance of the 2023 Bonds and the Underwriters’ obligations under the Forward Delivery Agreement are not conditioned upon the assignment of any particular rating for the 2023 Bonds or the maintenance of the initial rating of the 2023 Bonds.

Market Value Risk. The market value of the 2023 Bonds as of the Delayed Delivery Date may be affected by a variety of factors including, without limitation, general market conditions, the rating then assigned to the 2023 Bonds, the financial condition and operations of the Authority, and federal and State income tax and other laws. The market value of the 2023 Bonds as of the Delayed Delivery Date could therefore be higher or lower than the price to be paid by the initial purchasers of the 2023 Bonds and that difference could be substantial. The Underwriters will nevertheless be obligated to take delivery of and pay for the 2023 Bonds if the conditions in the Forward Delivery Agreement are satisfied on the Delayed Delivery Date. NEITHER THE AUTHORITY NOR THE UNDERWRITERS MAKE ANY REPRESENTATION AS TO THE EXPECTED MARKET PRICE OF 2023 BONDS AS OF THE DELAYED DELIVERY DATE. Further, no assurance can be given that the introduction or enactment of any future legislation will not affect the market price for the 2023 Bonds as of the Delayed Delivery Date or thereafter or not have a materially adverse impact on any secondary market for the 2023 Bonds.

Termination of Purchase Agreement. The Underwriters may terminate the Forward Delivery Agreement by notification to the Authority prior to the Delayed Delivery Date if any of the events described above in items (a) through (f) under “Delayed Delivery Date” occurs. Although the Authority is not aware, as of the date of this Official Statement, of any information that would lead it to believe that it will be unable to satisfy its obligations under the Forward Delivery Agreement on the Delayed Delivery Date, no assurances can be made that, as of the Delayed Delivery Date: (i) there will have been no Change in Law; (ii) the facts and circumstances that are material to one or more of the required legal opinions will not differ from the facts and circumstances as of the Preliminary Closing Date, or (iii) that all necessary certifications and representations can or will be delivered and made in connection with the proposed issuance and delivery of the 2023 Bonds. As a consequence of any of the foregoing, one or more of the foregoing legal opinions may not be rendered or one or more of the Delayed Delivery Date conditions in the Forward Delivery Agreement may not be met, with the possible result that the delivery of the 2023 Bonds will not occur.

Secondary Market Risk. The Underwriters are not obligated to make a secondary market in the 2023 Bonds, and no assurances can be given that a secondary market will exist for the 2023 Bonds during the Delayed Delivery Period. Purchasers of the 2023 Bonds should assume that the 2023 Bonds will be illiquid throughout the Delayed Delivery Period.

CERTAIN INVESTMENT CONSIDERATIONS

The following discussion of considerations is not meant to be an exhaustive list of the risks associated with the purchase of the 2023 Bonds and does not necessarily reflect the relative importance of the various risks. Potential purchasers of the 2023 Bonds are advised to consider the following factors, among others, and to review all of the other information in this Official Statement in evaluating whether to purchase the 2023 Bonds. Any one or more of the risks discussed, and others, could lead to a decrease in the market value and/or in the liquidity of the 2023 Bonds. No assurance can be given that other risk factors will not become material in the future. The 2023 Bonds may not be suitable investments for all persons. Prospective purchasers should be able to evaluate the risks and merits of an investment in the 2023 Bonds and should confer with their own legal and financial advisors before considering a purchase of the 2023 Bonds.

General

The principal of and interest on the Bonds, including the 2023 Bonds, are payable pursuant to the Indenture solely from the Revenues. The ability to pay debt service on the Bonds, including the 2023 Bonds, will depend on receipt by the Authority of sufficient Revenues, pledged as payment for the Bonds, subject to the provisions of the Indenture.

The Authority’s ability to generate sufficient Revenues depends upon sufficient levels of aviation activity and passenger traffic at the Airport. Aviation activity and passenger traffic depend on several factors, many of which are not within the Authority’s control. To the extent the Authority is unable to make up for Revenue shortfalls, the ability to pay debt service on the Bonds, including the 2023 Bonds, may be adversely affected.

Guam Economy; Impact of Tourism and U.S. Military Presence

The Authority’s ability to generate Revenues depends in large measure, on the local economy, which is heavily dependent on tourism and the U.S. military presence, both of which are dependent on world economic, social and political events.

Tourism. Tourism represents a significant share of the economic activity on Guam. Historically, the tourism industry and airline passenger traffic, both worldwide and on Guam, has correlated closely with the state of the world’s economies and levels of real disposable income. A weak economy, war, epidemic outbreaks, natural disasters or the threat of terrorist activity, among other influences that are beyond the Government’s control, can adversely affect the tourism industry. The outbreak of COVID-19 has had a material impact on the tourism industry. See “COVID-19 PANDEMIC,” APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—COVID-19 Pandemic and “—GEOGRAPHIC, DEMOGRAPHIC AND ECONOMIC

INFORMATION—Guam Tourism Industry. Also, currency exchange rates, trade balances, political relationships and conflicts within and between countries are increasingly important influences on tourism and passenger traffic at major international airports.

Economic, social and political conditions in Japan, South Korea and throughout the Pacific Rim, and the resulting effect on overseas travel from these countries, are a major determinant of tourism on Guam and airline traffic at the Airport. Tourism, particularly from South Korea and Japan, where approximately 85% of visitors originated over the past several fiscal years through Fiscal Year 2020 (prior to the outbreak of the COVID-19 pandemic), represents a significant share of the economic activity on Guam and is the major source of airline passenger traffic at the Airport. In response to the COVID-19 pandemic, many countries, including South Korea and Japan, issued shelter-in-place orders and travel restrictions and warnings. As a result of the COVID-19 pandemic, Fiscal Year 2020 and Fiscal Year 2021 total visitor arrivals from South Korea and Japan to Guam fell by 53.6% and 99.6%, respectively, from Fiscal Year 2019, which resulted in reduced revenues to the Airport. Any continued or future significant downturn in tourism, including a downturn related to South Korean or Japanese economic conditions or social policies, may result in reduced collection of Revenues. While the GVB expects visitor arrivals to rebound once the pandemic subsides, no assurance can be given that Guam will not experience continued reductions in the number of visitors from South Korea, Japan and other visitor markets because of the COVID-19 pandemic or other economic, social or political conditions. See “COVID-19 PANDEMIC” and APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—GEOGRAPHIC, DEMOGRAPHIC AND ECONOMIC INFORMATION—Guam Tourism Industry.

The Authority adopted the Airline Recovery Assistance and Incentivizing Service (“**RAISE**”) Program to incentivize and stimulate air service travel demand in anticipation of Guam’s plans to safely re-open with the requirement of pre-arrival testing. The current RAISE Program, effective May 1, 2022 through September 30, 2022, offers a cumulative percentage discount of up to 25% of the operational rates for a minimum of one flight per week. It applies to all city destinations in the non-U.S., Asia-Pacific region with direct scheduled air service or scheduled on-demand air service to Guam. See “COVID-19 PANDEMIC.”

See also APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—DEMOGRAPHIC AND ECONOMIC INFORMATION—Guam Tourist Industry. See also “—Uncertainties Relating to Political and Military Action.”

U.S. Military Presence. Guam’s economy and the Authority’s level of Revenues are also affected by the U.S. military presence on Guam, including arrivals through the Airport by military and civilian visitors and contractors. The U.S. military presence affects economic activity on Guam in various ways, such as through individuals’ demand for commercial, construction and other services. Expansions in the U.S. military presence, such as the expansions expected to occur over the next several years, can also have a direct, positive impact on the Guam economy and the Authority’s level of Revenues by spurring new economic activity and attracting visitors to Guam. However, economic, geopolitical, and other influences that are beyond the Government and the Authority’s control might result in a decision by the U.S. government to reduce the existing presence of the U.S. military on Guam or forego some or all of the planned enhancements to its presence on Guam.

Approximately 5,000 marines and 1,300 dependents from Okinawa, Japan and other locations are expected to be relocated to Guam by Fiscal Year 2028, with the first 2,500 marines moving to Marine Corps Base Camp Blaz, a new Marine Corps base to be built on existing federal land in Finegayan, Dededo (near Andersen Air Force Base in the northern part of Guam) in Fiscal Year 2025. If the U.S. military changes its current plans with respect to staffing and other strategic improvements on Guam, expected benefits may not be realized and the economy and the Authority’s level of Revenues could be adversely affected. If the U.S. military elects to reduce or eliminate its presence on Guam, the economy and the Authority’s level of Revenues could decline. See APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—DEMOGRAPHIC AND ECONOMIC INFORMATION—Military Activity.

H-2B Visas. The anticipated relocation of U.S. Marines from Okinawa, Japan and other economic projects are expected to generate a significant amount of additional construction activity on Guam. The construction industry is heavily dependent on skilled foreign workers that require H-2B visas to work on Guam. As of July 15, 2022, there were approximately 2,900 individuals with H-2B visas on Guam. From time to time, the U.S.

Citizenship and Immigration Service has changed, amended or modified its policies with respect to approval of H-2B visas. Future approval of new H-2B visas or extensions of existing H-2B visas is uncertain and could impact future military construction, public infrastructure and private sector projects on Guam. The NDAA for federal fiscal year 2021 included a new provision that specifically allows Guam to bring in H-2B workers for civilian projects, which had not been allowed in previous years. For more information regarding the status of H-2B visas, see APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—DEMOGRAPHIC AND ECONOMIC INFORMATION—H-2B Visas.

Worldwide Health Concerns

A pandemic, epidemic or outbreak of an infectious disease can have significant adverse health and financial impacts on global and local economies, including Guam and the Airport. For example, the outbreak of Severe Acute Respiratory Syndrome (SARS) in 2003 led to temporary declines in passenger traffic at the Airport in Fiscal Year 2003. In addition, the COVID-19 pandemic has significantly impacted Guam's economic activity and Airport Revenues. See "COVID-19 PANDEMIC," APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—COVID-19 Pandemic and —GEOGRAPHIC, DEMOGRAPHIC AND ECONOMIC INFORMATION—Guam Tourism Industry.

Uncertainties Relating to Political and Military Action

Guam is approximately 3,800 miles west-southwest of Honolulu, Hawaii, the nearest major city of the U.S. The significant U.S. military presence on Guam, its distance from locations in the U.S. and its location in relation to potential sites of political and military conflict in Asia make Guam both a location of great value to the U.S. militarily and a potential site of military conflict. Political events in Asia may create the risk of conflict for the region in general and, in some cases, for Guam. In response to threats in 2013 by North Korea to launch ballistic missile attacks against U.S. military targets, including targets on Guam, the U.S. military deployed a missile defense system to Guam. Threats by North Korea in August 2017 contributed, in part, to the declining number of tourists visiting Guam in Fiscal Year 2018, which was approximately 2.0% below the total number of tourists in Fiscal Year 2017. No assurance can be given that these threats and any future military actions will not have an adverse effect on Guam tourist activity or that any decline in the total number of tourists will have an adverse effect on the Authority's Revenues.

Demand for Air Travel

The Bonds, including the 2023 Bonds, are payable solely from Revenues, and the amount of Revenues depends primarily on the level of aviation activity and passenger traffic at the Airport. The level of aviation activity and enplaned passenger traffic at the Airport depend upon a number of factors, many of which are outside the control of the Authority, including, among others, economic and political conditions, such as the population, levels of disposable income and the nature, level and concentration of industrial and commercial activity in the service area; international hostilities; world health concerns, such as the COVID-19 pandemic; natural disasters; aviation security concerns, including terrorism; accidents involving commercial passenger aircraft; airline service and routes; airline fares and competition; airline industry economics, including labor relations, fuel prices, aging aircraft fleets and other factors discussed under "—Financial Condition of the Airlines"; capacity of the national air traffic control and airport system; reliability of air service; and the capacity, availability and convenience of service at the Airport. Changes in demand, decreases in aviation activity and their potential effects on passenger traffic at the Airport may result in reduced Revenues.

Airport Capacity and Operating Restrictions in Japan and Other Key Markets

Prior to the outbreak of the COVID-19 pandemic, airports in Japan and throughout the Pacific Rim were among the most congested in the world. Increased demands by the airlines on the capacity of airports and air traffic control systems in the Pacific Rim have resulted in aircraft delays and restrictions on the number of aircraft movements in certain air traffic routes and on the number of landings and takeoffs at certain airports. In addition, opposition to aircraft noise has resulted in curfews on aircraft operations at certain airports, including Tokyo Narita International Airport. As travel rebounds in the years following the COVID-19 pandemic, these restrictions may affect the scheduling of flights to and from the Airport.

Financial Condition of the Airlines

The ability of the Authority to generate Revenues depends, in large part, upon the financial health of the aviation industry. The economic condition of the industry is volatile, and the aviation industry has undergone significant changes in recent years, including mergers, acquisitions, bankruptcies and closures. Further, the aviation industry is sensitive to a variety of factors, including (i) the cost and availability of labor, fuel, aircraft, supplies and insurance; (ii) general economic conditions; (iii) international trade; (iv) currency values; (v) competitive considerations, including the effects of airline ticket pricing; (vi) traffic and airport capacity constraints; (vii) governmental regulation, including security regulations and taxes imposed on airlines, and passengers and maintenance and environmental requirements; (viii) passenger demand for air travel; (ix) strikes and other union activities; (x) availability of financing; (xi) disruptions caused by natural disasters, airline accidents, criminal incidents and acts of war or terrorism; and (xii) world health concerns such as the COVID-19 Pandemic (see “COVID-19 PANDEMIC”).

Due to the discretionary nature of business and personal travel spending, airline passenger traffic and revenues are heavily influenced by the state of the local, national and global economies, security concerns and other factors. Structural changes to the industry also result from the impact of low cost carriers, internet travel websites and reorganization following bankruptcy or insolvency. In addition, outside of the United States, many countries have wholly or partially privatized their national airlines, and certain air service agreements have been liberalized, which has resulted in increased competition. Other airlines have changed their business practices, including reducing or eliminating service on unprofitable routes, reducing their work forces, implementing pay cuts, reducing fares, deferring aircraft deliveries, streamlining operations, merging with other airlines and significantly increasing the use of smaller, regional jets.

Efforts of airlines to stimulate traffic by significantly discounting fares have affected consumer expectations regarding airfares. In addition, airfares have become easier to compare, which has made pricing and marketing among airlines more competitive.

The price of fuel has been a significant cost factor for the airline industry. According to Airlines for America (formerly known as the Air Transport Association of America), fuel has overtaken labor as the industry’s top cost. Some of the airlines that sought airline bankruptcy protection in the past have cited high fuel prices as a contributing factor. While some airlines have hedged fuel prices through the purchase of oil future contracts, the substantial increase in fuel prices has had a significant impact on profitability, and future fuel price increases or sustained higher prices could continue to affect the financial condition of airlines and the level of service they provide. Increases in fuel prices have also caused airlines to increase airfares and to institute fuel, checked baggage and other extra surcharges, all of which may have a negative effect on the demand for air travel.

The airline industry is highly cyclical and is subject to intense competition, high operating and capital costs and varying demand. Passenger volumes are highly sensitive to several factors, including those described above under “—Demand for Air Travel.” Airlines are vulnerable to fuel price spikes, labor activity, seasonal travel patterns, economic recession and external shocks, such as terrorism, world health concerns such as the COVID-19 pandemic, military conflicts and natural disasters. As a result, financial performance can fluctuate dramatically from one reporting period to the next.

The Authority makes no representation with respect to the continued viability of any of the carriers serving the Airport, airline service patterns or the impact of any airline failures on Revenues.

Effect of Possible Airline Bankruptcies

The bankruptcy of an airline with significant operations at the Airport could have a material adverse effect on operations of the Airport and on Revenues.

In the event of a bankruptcy of an airline operating at the Airport, the automatic stay provisions of the United States Bankruptcy Code could prevent any action to collect any amount owing by the airline to the Authority, any action to enforce any obligation of the airline to the Authority, any action to remove the airline from possession

of any premises or other space, or any action by the Authority to terminate any agreement with the airline, unless the permission of the bankruptcy court was obtained. With the authorization of the bankruptcy court, the airline may be able to repudiate some or all of its agreements with the Authority and stop performing its obligations (including payment obligations) under such agreements. Such a repudiation could also excuse the other parties to the agreements from performing their obligations under such agreements. To the extent that any agreement that is repudiated constitutes, or is determined to constitute, a lease of real property, the claim of the Authority may be significantly limited. Alternatively, the airline may threaten to repudiate an agreement with the Authority unless the Authority renegotiates the agreement and provides the airline with more favorable terms. The airline may be able, without the consent and over the objection of the Authority, the Trustee, and the holders of the Series 2023 Bonds, to alter the terms, including the payment terms, of its agreements with the Authority, as long as the bankruptcy court determines that the alterations are fair and equitable. Depending on the circumstances, the Authority may conclude that it has no choice but to renegotiate the agreement. In addition, with the authorization of the bankruptcy court, the airline may be able to assign any of its agreements with the Authority to another entity, notwithstanding the provisions of the agreement. The 2023 Bondowners may be required to return to the airline as preferential transfers any money that was used to make payments on the 2023 Bonds and that was received from the airline during the 90 days immediately preceding the filing of the bankruptcy petition.

The airlines operating at the Airport are also required to pay to the Authority PFCs collected from enplaned passengers at the Airport. The PFC Act provides that PFCs collected by the airlines constitute a trust fund held for the beneficial interest of the eligible agency (i.e., the Authority) imposing the PFCs, except for any handling fee or retention of interest collected on unremitted proceeds. In addition, federal regulations require airlines to account for PFC collections separately and to disclose on financial statements the existence and amount of funds regarded as trust funds. The airlines, however, are permitted to commingle PFC collections with other revenues and are also entitled to retain interest earned on PFC collections until such PFC collections are remitted. The treatment of these arrangements in a bankruptcy case of an airline is not clear. Should an airline go into bankruptcy, the airline may not be required to turn over to the Authority any PFCs in its possession at the time it goes into bankruptcy. While the airline is in bankruptcy, it may not be required to turn over PFCs that are collected prior to the time that the Authority demands the turnover of the PFCs. Even after a demand is made, it is possible that the airline would not be required to turn over subsequently-collected PFCs.

In connection with airlines in bankruptcy outside of the United States, the Authority cannot predict what types of orders could be issued by foreign tribunals or the extent of delays in connection with such proceedings, the extent to which such orders would be enforceable in the United States, or the extent of any losses resulting from such proceedings.

There may be delays in payments on the 2023 Bonds while a court considers any of these issues. There may be other possible effects of a bankruptcy of an airline that could result in delays or reductions in payments on the 2023 Bonds, or result in losses to the holders of the 2023 Bonds. Regardless of any specific adverse determinations in an airline bankruptcy proceeding, the fact of an airline bankruptcy proceeding could have an adverse effect on the liquidity and value of the 2023 Bonds.

Effect of Possible Concessionaire Bankruptcies

The bankruptcy of a concessionaire with significant operations at the Airport could have a material adverse effect on operations of the Airport and on Revenues.

In the event of a bankruptcy of a concessionaire operating at the Airport, the automatic stay could prevent any action to collect any amount owing by the concessionaire to the Authority, any action to enforce any obligation of the concessionaire to the Authority, any action to remove the concessionaire from possession of any premises or other space, or any action by the Authority to terminate any agreement with the concessionaire, unless the permission of the bankruptcy court was obtained. With the authorization of the bankruptcy court, the concessionaire may be able to repudiate some or all of its agreements with the Authority and stop performing its obligations (including payment obligations) under such agreements. Such a repudiation could also excuse the other parties to the agreements from performing their obligations under such agreements. To the extent that any agreement that is repudiated constitutes, or is determined to constitute, a lease of real property, the claim of the Authority may be significantly limited. Alternatively, the concessionaire may threaten to repudiate an agreement with the Authority

unless the Authority renegotiates the agreement and provides the concessionaire with more favorable terms. Depending on the circumstances, the Authority may conclude that it has no choice but to renegotiate the agreement. In addition, with the authorization of the bankruptcy court, the concessionaire may be able to assign any of its agreements with the Authority to another entity, notwithstanding the provisions of the agreement. The concessionaire may be able, without the consent and over the objection of the Authority, the Trustee, and the holders of the Series 2023 Bonds, to alter the terms, including the payment terms, of its agreements with the Authority, as long as the bankruptcy court determines that the alterations are fair and equitable. The 2023 Bondowners may be required to return to the concessionaire as preferential transfers any money that was used to make payments on the 2023 Bonds and that was received from the concessionaire during the 90 days immediately preceding the filing of the bankruptcy petition.

There may be delays in payments on the 2023 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of a concessionaire that could result in delays or reductions in payments on the 2023 Bonds, or result in losses to the holders of the 2023 Bonds. Regardless of any specific adverse determinations in a concessionaire bankruptcy proceeding, the fact of a concessionaire bankruptcy proceeding could have an adverse effect on the liquidity and value of the 2023 Bonds.

Effect of Authority Insolvency

Should the Authority become insolvent, there could be a material adverse effect on operations of the Airport and on Revenues, resulting in delays or reduction in payments on the 2023 Bonds, or in losses to the holders of the 2023 Bonds.

Limitation of Rights Upon Insolvency

On June 30, 2016, the Puerto Rico Oversight, Management, and Economic Stability Act (“**PROMESA**”) became law. Despite its name, PROMESA contains provisions relating to other U.S. territories, besides Puerto Rico. PROMESA defines a “territory” as (A) Puerto Rico, (B) Guam, (C) American Samoa, (D) the Commonwealth of the Northern Mariana Islands, and (E) the U.S. Virgin Islands. PROMESA establishes a financial oversight and management board only for Puerto Rico. The stated purpose of an oversight board is to “provide a method for a covered territory to achieve fiscal responsibility and access to the capital markets.” There are provisions of PROMESA that contemplate that oversight boards could be established in the future for other territories, but PROMESA does not set forth a clear mechanism for doing so. It appears that action by Congress and the President would be required before an oversight board could be established for any territory other than Puerto Rico. An earlier version of the Congressional bill that became PROMESA included text providing that, except with respect to Puerto Rico, an oversight board “for a territory is established in accordance with this section only if the Legislature of the territory adopts a resolution signed by the Governor requesting the establishment.” That provision is not included in the final version of PROMESA.

An oversight board for a territory has the discretion to designate an instrumentality of the territory as subject to the provisions of PROMESA.

One of the powers that an oversight board can exercise is to file a petition in federal court that commences a case under PROMESA pursuant to which the territory or a designated instrumentality of the territory can adjust its debts. The territory or territorial instrumentality is not authorized to commence a case under PROMESA by itself. Before the oversight board files such a petition, the oversight board must determine that (i) the territory or territorial instrumentality has made good-faith efforts to reach a consensual restructuring with creditors, (ii) the territory or territorial instrumentality has (A) adopted procedures necessary to deliver timely audited financial statements and (B) made public draft financial statements and other information sufficient for any interested person to make an informed decision with respect to a possible restructuring, and (iii) the territory or territorial instrumentality has adopted a fiscal plan that has been certified by the oversight board.

While the provisions of PROMESA regarding adjustment of debts include some of the provisions found in the Bankruptcy Code, the provisions of PROMESA regarding adjustment of debts are not the same as the provisions of the Bankruptcy Code.

PROMESA also establishes an out-of-court process, pursuant to which bondholders and the territory or territorial instrumentality can agree, under the supervision of the oversight board, to modify the terms of bonds issued by the territory or territorial instrumentality. Any such modification must be approved by two-thirds of the principal amount of bonds that vote on the proposal. If the modification is approved by at least a two-thirds vote, the court has the power to enforce the modification against the bondholders who did not vote to approve it.

United Airlines – The Airport’s Largest Carrier

United Airlines has continued to use Guam as its Micronesian hub following the merger with Continental. The Airport’s runway and terminal capacities are good, relative to nearby alternatives. There is risk associated with the potential for an airline to reduce or discontinue service when the airline accounts for a sizable market share of the enplanements at the airport. In Fiscal Years 2019, 2020 and 2021, United accounted for approximately 36.4%, 38.2% and 85.0%, respectively, of the total enplaned passengers at the Airport. The large increase in Fiscal Year 2021 was due to the fact that United continued to provide service at the Airport during the COVID-19 pandemic, while most airlines operating out of the Airport suspended or terminated service. The Authority cannot predict the effect that a reduction or discontinuation of service by United would have on the Authority or Revenues, or whether another airline would provide the service previously provided by United.

Litigation Regarding the Duty Free Concession

In July 2012, the Authority initiated a competitive solicitation process for the duty free concession (the “**2012 Procurement**”). Four proposals were submitted, including proposals from Lotte and DFS Guam L.P. (“**DFS**”), each of which included proposed minimum annual guaranteed rent (ranging from \$13 million to \$15.25 million) and proposed percentage rent based on a percentage of gross revenues. On April 12, 2013, the Board of Directors determined Lotte to be the most qualified proposer and approved the award of the concession to Lotte, subject to final negotiations. On May 18, 2013, the Authority and Lotte executed the Lotte Concession Agreement and Lotte moved into the Airport’s main concession space on July 21, 2013.

DFS submitted three protests to the Authority (collectively, the “**DFS Protests**”). The first protest challenged the 2012 Procurement and the Authority’s ranking of Lotte as the most qualified proposer, and demanded that the Authority stay its negotiations with Lotte. The second protest challenged the Authority’s award of the 2012 Procurement to Lotte. The third protest sought to void Lotte’s award of the 2012 Procurement on the basis that the Authority failed to adopt non-airline lease and concession policies as required by the Authority’s enabling statute. The Authority denied each of the DFS Protests.

In 2014 and 2015, DFS filed three lawsuits (collectively, the “**Concession Protest Lawsuit**”) in the Superior Court of Guam (the “**Superior Court**”), all of which have been consolidated. On February 2, 2018, the Superior Court issued various decisions and orders (collectively, the “**February 2 Orders**”), which, among other things, voided and set aside the Lotte Concession Agreement but found that it was in the public interest for Lotte to remain as the duty free concession operator until the Authority procured a new duty free concession operator, and further ordered the Authority to abide by the terms of the Lotte Concession Agreement in the interim. The Authority appealed and requested a stay of the February 2 Orders. On February 5, 2018, the Superior Court issued a judgment that, among other things, (i) voided the 2012 Procurement and (ii) voided and set aside the Lotte Concession Agreement (collectively, the “**February 5 Judgment**”). The Authority appealed and also requested a stay of the February 5 Judgment. On July 16, 2018, the Superior Court issued an amended judgment that (i) voided the 2012 Procurement, (ii) voided and set aside the Lotte Concession Agreement, (iii) concluded that the Authority violated Guam’s procurement law by failing to stay the award of the 2012 Procurement and entering into the Lotte Concession Agreement before final resolution of the DFS Protests and (iv) concluded that the Authority violated its enabling statute by entering into the Lotte Concession Agreement without first adopting non-airline lease and concession policies (collectively, the “**Amended Judgment**”). Also on July 16, 2018, the Superior Court stayed the enforcement of the Amended Judgment pending appeals with the Supreme Court of Guam. The Authority and DFS both appealed to the Supreme Court of Guam. On August 11, 2020, the Supreme Court of Guam (the “**Guam Supreme Court**”) vacated the Amended Judgment and on December 7, 2020, the Guam Supreme Court issued an Amended Opinion on Rehearing and an Amended Judgment (the “**Amended Opinion**”). The Concession Protest Lawsuit is now before the Superior Court for further proceedings not inconsistent with the Guam Supreme Court’s Amended Opinion. The Lotte Concession Agreement remains valid and enforceable.

See “AGREEMENTS FOR USE OF AIRPORT FACILITIES—Passenger Terminal Building Concessions and Revenue Arrangements—Duty Free Concession” and “—Lotte Mediation” and APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020, Note 9 and Note 11.

Lotte Mediation

On April 26, 2018, the Authority and Lotte went into mediation in an effort to resolve issues and disputes concerning (i) the February 2 Orders, the February 5 Judgment and the status of the Lotte Concession Agreement (which, at the time, had been declared void), and (ii) the direct impacts of the ongoing Third Floor Project on Lotte’s operations. Pursuant to a Mediation Term Sheet (the “MTS”), and notwithstanding the February 2 Orders and the February 5 Judgment, Lotte agreed to honor its obligations under the Lotte Concession Agreement. In addition, among other things, under the MTS, the Authority agreed to (i) waive \$175,000 per month of Lotte’s rent obligation for 24 months from May 2018 to April 2020, (ii) waive the payment of percentage rent, if any, from April 2018 through September 2018; (iii) mitigate the impacts of the Third Floor Project on Lotte by leasing 4,000 square feet of vacant warehouse space in the Main Terminal Building to Lotte, and waiving payment of rent for such space for 18 months from October 2018 to April 2020. The Authority and Lotte also agreed to negotiate in good faith any additional direct impacts of the Third Floor Project that have an adverse effect on Lotte’s operations revenues.

On December 19, 2018, the Authority and Lotte went to mediation again to address additional direct impacts of the Third Floor Project that adversely affected Lotte’s operations and revenues (such impacted areas, the “**Phase II Construction**”). Pursuant to an Addendum to the Mediation Term Sheet (the “**MTS Addendum**”), the Authority also agreed to waive payment of percentage rent from December 2018 through May 2019. In addition, the Authority and Lotte agreed on a formula to calculate the additional construction impacts that would be deducted from Lotte’s monthly rent obligation for a period of 24 months following completion of the Phase II Construction, which was scheduled to be completed by July 31, 2019, or for a lesser period if completion of Phase II Construction is delayed. Phase II Construction was completed on September 23, 2019. In November 2019, the Authority and Lotte agreed to total additional direct impacts in the amount of \$611,368 to be deducted from Lotte’s rent obligation for a period of 24 months beginning December 2019 through November 2021.

See “AGREEMENTS FOR USE OF AIRPORT FACILITIES—Passenger Terminal Building Concessions and Revenue Arrangements—Duty Free Concession” and “—Litigation Regarding the Duty Free Concession” and APPENDIX C—AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020, Note 9 and Note 11.

No Acceleration; Limitations on Remedies

The 2023 Bonds are not subject to acceleration under any circumstances or for any reason, including without limitation on the occurrence or continuance of an Event of Default. Upon the occurrence or continuation of an Event of Default, a Bondholder would only be entitled to principal and interest payments on the 2023 Bonds as they come due. Under certain circumstances, Holders of the 2023 Bonds may not be able to pursue certain remedies or enforce covenants contained in the Indenture. The remedies available to the Holders of the 2023 Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing law, the remedies specified by the Indenture and the 2023 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2023 Bonds (including Bond Counsel’s approving opinion) will be qualified, as to enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors.

Report of the Airport Consultant

The Airport Consultant Report included as APPENDIX D to this Official Statement contains certain assumptions and projections. Actual results are likely to differ, perhaps materially, from those projected. Accordingly, the projections contained in the Airport Consultant Report are not necessarily indicative of future performance, and neither the Airport Consultant nor the Authority assumes any responsibility for the failure to meet such projections. In addition, certain assumptions with respect to future business and financing decisions of the

Authority are subject to change. If actual results are less favorable than the results projected or if the assumptions used in preparing such projections prove to be incorrect, the amount of Revenues may be materially less than expected, and consequently, the ability to make timely payments of the principal of and interest on the 2023 Bonds from Revenues may be materially adversely affected. See APPENDIX D—REPORT OF THE AIRPORT CONSULTANT.

Considerations Regarding Passenger Facility Charges

Pursuant to the PFC Act, the FAA has approved the Authority's application to require the airlines to collect and remit to the Authority a passenger facility charge on each enplaning revenue passenger at the Airport. The Authority expects to use PFC revenues to pay a portion of the debt service on 2023 Bonds.

No assurance can be given that PFC revenues will actually be received in the amounts or at the times contemplated by the Authority. The amount and timing of receipt of actual PFC revenues are expected to vary depending on actual levels of qualified passenger enplanements at Airport. See "—Demand for Air Travel" above.

In addition, the FAA may terminate the Authority's ability to impose PFC revenues, subject to informal and formal procedural safeguards, if (a) PFC revenues are not being used for approved projects in accordance with the FAA's approval, the PFC Act or the regulations promulgated thereunder, or (b) the Authority otherwise violates the PFC Act or regulations. The Authority's authority to impose passenger facility charges may also be terminated if the Authority violates certain AIP grant assurances and certain provisions of the Airport Noise and Capacity Act ("ANCA") and its implementing regulations relating to the implementation of noise and access restrictions for certain types of aircraft. The regulations under ANCA also contain procedural safeguards to ensure that the Authority's authority to impose passenger facility charges would not be summarily terminated. No assurance can be given that the Authority's authority to impose passenger facility charges will not be terminated by Congress or the FAA, that the passenger facility charge program will not be modified or restricted by Congress or by the FAA so as to reduce PFC revenues available to the Authority or that the Authority will not seek to decrease the amount of the passenger facility charges to be collected.

In the event the FAA or Congress reduced or terminated the Authority's ability to collect PFC revenues, or passenger facility charge collections were otherwise less than anticipated, the Authority would need to use other Revenues to pay debt service that it expects to pay with PFC revenues.

Future Capital Projects

The Authority's current capital improvement plan and 2012 Master Plan Update is based on identified improvements, current cost and timing estimates, and also includes some allowance for unidentified projects. The actual costs and schedules of projects are subject to change due to, among other factors, inflation, increased borrowing costs and the availability of labor and supplies, which may result in significantly higher costs than currently estimated. There may be additional capital improvement needs beyond what has been identified in the current capital improvement program and 2012 Master Plan Update that are necessary to address the needs of the Airport, improvements to repurpose facilities, and improvements that are deemed to provide an economic or environmental benefit, some of which may be part of the 2023 Master Plan Update. There is no guarantee that capital investments will generate new revenues or revenues sufficient to offset costs. Any such future borrowing, if executed on the same lien as the Bonds, would be required to meet the Indenture's requirements for issuing Additional Bonds.

Typhoons, Earthquakes and Other Natural Disasters

Because of its location on the southern end of the Marianas Islands chain, Guam is exposed to periodic typhoons, super typhoons and earthquakes. Typhoons have caused significant damage to facilities and infrastructure on Guam, including its water and electric systems. Guam's relatively small size, and the concentrated location of many of Guam's businesses in Tumon Bay, means that it is possible that a natural disaster could adversely affect numerous businesses at the same time. To counter this risk, Guam has taken numerous precautions to protect the island in the event of certain weather and seismic related events. Building codes in Guam are specifically designed

to ensure that structures be able to sustain strong typhoon winds and earthquakes. To that end, the vast majority of the building structures on Guam are constructed of reinforced concrete or masonry and construction on Guam is governed by the International Building Code (the same standard used in most seismically active regions of the United States). The Guam National Weather Service also monitors tropical storms, and warnings are generally issued in advance of any weather-related event. Businesses also typically have preparations in place for typhoon season. In addition, over the last 10 years much of the power distribution system in the Tumon area has been “hardened” (i.e., replacement of wooden poles with concrete poles, relocating power lines underground and including back-up generators at all hotels) to avoid any major interruptions in business activity should a natural disaster hit. Although the United States Federal Emergency Management Agency (“FEMA”) has historically provided disaster relief assistance after significant typhoon and earthquake damage, there can be no assurance that future typhoons or earthquakes will not cause significant damage on Guam, including to the Airport, or that FEMA will provide disaster relief assistance if significant damage is experienced. There can also be no assurance that, even with FEMA assistance, damage that results from future typhoons or earthquakes will not adversely affect business activity the number of visitors to Guam and/or operations at the Airport and, as a result, Revenues.

Climate Change and Risk of Sea-Level Rise and Flooding Damage

Potential impacts of climate change, including rising sea levels, excessive rainfall, stronger tropical storms, drought, ocean acidification, coral bleaching, salt water intrusion, storm surges, rising temperatures and increased migration, may threaten Guam’s security and resources, and may have detrimental socioeconomic impacts to Guam. The Government has started systemwide coordination and long-range planning efforts to mitigate the potential adverse environmental and socioeconomic impacts of climate change. For more information regarding these efforts, see APPENDIX A—GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM—GEOGRAPHIC, DEMOGRAPHIC AND ECONOMIC INFORMATION—Climate Change and Risk of Sea-Level Rise and Flooding Damage.

The Airport is located approximately 301 feet above sea level. Although the Authority believes there is minimal risk of damage to the Airport’s facilities as a result of sea-level rise or other impacts of climate change, there can be no assurance that any such damage and/or the impacts of climate change will not adversely affect the number of visitors to Guam, the Airport’s business activity and/or the operations at the Airport, which may, in turn, adversely affect the Authority’s Revenues.

Aviation Security Concerns

Like that of many destinations, Guam’s tourism industry is susceptible to the negative impacts of terrorism and other conflicts on the travel industry in general. Concerns about the safety of airline travel and the effectiveness of security precautions may influence passenger travel behavior and air travel demand, particularly in light of existing international hostilities, potential terrorist attacks and world health concerns. Since the September 11, 2001 terrorist attacks and the hostilities in Afghanistan and Iraq, intensified security precautions have been instituted by government agencies, airlines and airport operators. Current and future security measures may create significantly increased inconvenience and delays at the Airport and may adversely affect the Authority’s operations, expenditures and revenues.

The Authority cannot predict whether the Airport will be a target of terrorists in the future. The Authority also cannot predict the effect of any future government-required security measures on passenger activity at the Airport.

Geopolitical Considerations

Geopolitical conflicts and acts of war, such as Russia’s invasion of Ukraine in February 2022, may cause disruptions to the global economy, including disruptions that affect air, maritime, and other transportation modes. Conflicts may impact the aviation industry by preventing access to airports in or around areas of unrest, by causing airline schedule and routing changes, and by increasing passenger anxieties about air travel. Conflicts may also lead to increased volatility in fuel and other commodity prices, challenges in sourcing needed materials, changes in supply, demand or pricing due to export restrictions and sanctions, and additional supply chain risks.

Cybersecurity

The Authority relies on a complex technology environment to conduct its operations and faces multiple cybersecurity threats, including, but not limited to, hacking, phishing, viruses, malware and other attacks on its computing and other networks and systems (collectively, “**Systems Technology**”). As a recipient and provider of personal, private or sensitive information, the Authority may be the target of cybersecurity incidents that could result in adverse consequences to the Airport’s Systems Technology, requiring a response action to mitigate the consequences.

Cybersecurity incidents could result from unintentional events or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the Airport’s Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. Cybersecurity breaches could damage the Airport’s Systems Technology and cause material disruption to the Authority’s finances and operations. The costs of remedying any such damage or protecting against future attacks could be substantial. Further, cybersecurity breaches could expose the Authority to material litigation and other legal risks which could cause the Authority to incur material costs related to such legal claims or proceedings.

To mitigate the risk of business operations impact and damage from cybersecurity incidents or cyberattacks, the Authority invests in cybersecurity and operational safeguards, including training and awareness programs and phishing simulations. However, no assurance can be given by the Authority that such measures will ensure against cybersecurity threats and attacks.

In addition, the airlines serving the Airport and other Airport tenants may also face cybersecurity threats that could affect their operations and finances.

Separate from the Authority, the Government has an in-house cybersecurity team that detects and responds to cybersecurity threats. The Government’s cybersecurity team reports to the Guam Homeland Security Advisor (the “**Guam HSA**”) and the Mariana Regional Fusion Center Director (the “**MRFC Director**”). The Guam HSA and MRFC Director oversee the management of a chief information security officer’s cybersecurity program and initiatives to ensure compliance and protection from cybersecurity threats. In addition, the Government is currently working with the National Governors Association on strategies to enhance cybersecurity.

Uncertainties of Projections and Assumptions

This Official Statement contains certain assumptions, estimates, projections and other forward-looking statements. Demonstration of compliance by the Authority with certain of the covenants contained in the Indenture also may be based upon assumptions, estimates and projections. Actual results, however, may differ, perhaps materially, from those projected. In addition, certain assumptions with respect to future business and financing decisions, including the decision to undertake, or to postpone or cancel, future capital improvements of the Airport may not occur and are subject to change. No representation is made or intended, nor should any representation be inferred, with respect to the existence of any particular future set of facts or circumstances, and prospective purchasers of the 2023 Bonds are cautioned not to place undue reliance upon any forecasts, estimates, plans or projections or requirements for forecasts or projections. If actual results are less favorable than the results projected or if the assumptions used in preparing projections prove to be incorrect, the ability of the Authority to make timely payment of the principal of and interest on the Bonds, including the 2023 Bonds, may be materially and adversely affected.

Regulations and Restrictions Affecting the Airport

The operations of the Airport are affected by a variety of contractual, statutory and regulatory restrictions and limitations including extensive federal legislation and regulations, including, without limitation, the provisions of the Airport Operating Agreements, terminal leases, various grant assurances, the federal acts authorizing the imposition, collection and use of PFC revenues and extensive federal legislation and regulations applicable to all airports in the United States. In the aftermath of the September 11, 2001 terrorist attacks, the Airport also was

required to implement enhanced security measures mandated by the FAA, the TSA, the Department of Homeland Security and Airport management.

It is not possible to predict whether future restrictions or limitations on operations at the Airport will be imposed, whether future legislation or regulations will affect anticipated federal funding or PFC collections for capital projects for the Airport or to pay debt service on the Authority's Bonds, including the 2023 Bonds, or whether such restrictions or legislations would adversely affect Revenues.

Local Law Affecting Airport

From time to time legislation is proposed in the Guam Legislature that could potentially impact operations at the Airport, the manner in which the Authority conducts its business and the generation of Revenues. No assurance can be given that future legislation enacted by the Guam Legislature will not have an adverse effect on Airport operations or on the Authority's business operations and the generation of Revenues.

Federal Law Affecting Airport Rates and Charges

In general, federal aviation law requires that airport fees and charges to airlines and other aeronautical users be reasonable and that to receive federal grant funding, all airport generated revenues must be expended for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner that are directly and substantially related to air transportation of passengers or property. The Authority is not aware of any formal dispute involving the Airport over any existing rates and charges. The Authority believes that the rates and charges methodology it utilizes and the rates and charges it imposes are reasonable and consistent with applicable law. There can be no assurance, however, that a complaint will not be brought against the Authority in the future, challenging such methodology and the rates and charges established by the Authority. If a judgment is rendered against the Authority, there can be no assurance that rates and charges paid by aeronautical users of the Airport will not be reduced. An adverse determination in a challenge could limit the ability of the Authority to charge airlines and other aeronautical users rates sufficient to meet the Rate Covenant in the Indenture and could have a material adverse effect on the receipt of Revenues.

Rate Covenant Limitations

The Authority has covenanted in the Indenture to fix, prescribe and collect rents, fees and charges in connection with the services and facilities furnished by the Airport sufficient to satisfy the Rate Covenant. The Indenture provides that if Revenues and Net Revenues in a Fiscal Year were to fall below the levels necessary to meet the Rate Covenant for such Fiscal Year, the Authority would be obligated to engage an Airport Consultant and to revise such rates, fees and charges or methods of operation and to take such other actions as may be in conformity with such recommendations, subject to applicable requirements or restrictions imposed by law and subject to a good faith determination of the Board of Directors that such recommendations, in whole or in part, are in the best interests of the Authority, the Owners and each Credit Provider, if any. The ability of the Authority to increase rates and charges and to reduce expenses is limited by, among other things, federal law (including the provisions thereof described under “– Regulations and Restrictions Affecting the Airport”) and certain agreements with airlines and other users of Airport facilities. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Rate Covenant” and “AGREEMENTS FOR THE USE OF AIRPORT FACILITIES.”

Continuing Compliance with Tax Covenants; Changes in Law

The Indenture and the Authority's tax certificate will contain various covenants and agreements on the part of the Authority that are intended to establish and maintain the tax-exempt status of interest on the 2023 Bonds. A failure by the Authority to comply with such covenants and agreements, including any remediation obligations, could, directly or indirectly, adversely affect the tax-exempt status of interests on the 2023 Bonds. Any loss of tax-exemption could cause all of the interest received by the Beneficial Owners of the 2023 Bonds to be taxable. All or a portion of interest on the 2023 Bonds also could become subject to federal and/or other income tax as a result of changes of law. See “TAX MATTERS.” The Authority is not required to redeem the 2023 Bonds should the interest become taxable.

AIRLINE INDUSTRY INFORMATION

Certain of the airlines operating at the Airport, or their respective parent corporations, are subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith, file reports and other information with the Securities and Exchange Commission (the “SEC”). Certain information, including financial information, concerning such domestic airlines, or their respective parent corporations, and such foreign airlines is disclosed in certain reports and statements filed with the SEC. Such reports and statements can be inspected and copied at the public reference facilities maintained by the SEC, which can be located by calling the SEC at 1-800-SEC-0330. The SEC maintains a website containing reports, proxy statements and other information regarding registrants that file electronically with the SEC. In addition, each airline is required to file periodic reports of financial aid and operating statistics with the United States Department of Transportation (“U.S. DOT”). Such reports can be inspected at the U.S. DOT’s Office of Airline Information, Bureau of Transportation Statistics, Department of Transportation, Room 4201, 400 Seventh Street, S.W., Washington, D.C. 20590, and copies of such reports can be obtained from U.S. DOT at prescribed rates.

Airlines serving the Airport owned by foreign governments or foreign corporations operating airlines serving the Airport (unless such foreign airlines have American Depositary Receipts (“ADRs”) registered on a national exchange) are not required to file information with the SEC. Such foreign airlines, or foreign corporations operating airlines, file limited information only with the U.S. DOT.

The Authority undertakes no responsibility for and makes no representation as to the accuracy or completeness of (i) any reports and statements filed with the SEC or U.S. DOT as described in this section or (ii) any material contained on the SEC’s website as described in this section, including, but not limited to, updated information on the SEC website or links to other internet sites accessed through the SEC’s website. Any such information is not part of this Official Statement nor has such information been incorporated by reference herein, and such information should not be relied upon in deciding whether to invest in the 2023 Bonds.

See also “CERTAIN INVESTMENT CONSIDERATIONS” for discussions regarding the financial condition of the airlines and the effects of airline bankruptcies on the Authority.

LITIGATION

No Litigation Relating to the 2023 Bonds

There is no litigation or proceeding, pending (with service of process having been received by the Authority or otherwise known to counsel to the Authority) or, to the knowledge of such counsel, threatened (either in local or federal courts on Guam) seeking to restrain or enjoin the execution, issuance, sale or delivery of the 2023 Bonds or the Authority’s general legal authority to collect, pledge or pay Revenues under the Indenture, or in any way contesting or affecting the legal existence of the Authority or the titles of certain relevant officials of the Authority to their offices or the validity or enforceability of the 2023 Bonds or the Indenture.

Other Litigation Relating to the Authority and the Airport

From time to time, the Authority is a party to litigation and is subject to claims arising out of its normal course of business and operations. Litigation relating to a specialty retail merchandise concession award by the Authority in 2013 is described under “CERTAIN INVESTMENT CONSIDERATIONS—Litigation Regarding the Duty Free Concession.” At this time, there is no other pending litigation relating to the Authority or the operations or business pertaining to the Authority or the Airport that would reasonably be expected to have a material impact on Revenues or the operations of the Airport.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2023 Bonds is excluded from gross

income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”), except that no opinion is expressed as to the status of interest on any 2023 Bond for any period that such 2023 Bond is held by a “substantial user” of the facilities financed or refinanced by the 2023 Bonds or by a “related person” within the meaning of Section 147(a) of the Code. Bond Counsel observes, however, that interest on the 2023 Bonds is a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under 48 U.S.C. Section 1423a, interest on the 2023 Bonds is exempt from taxation by the Government of Guam, or by any state or territory of the United States or any political subdivision thereof, or by the District of Columbia. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the 2023 Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX F hereto. Delivery of the 2023 Bonds, and delivery of Bond Counsel’s opinion with respect to the 2023 Bonds, is subject to the satisfaction of certain terms and conditions provided in the Forward Delivery Agreement as described under the heading “DELAYED DELIVERY OF THE 2023 BONDS.”

To the extent the issue price of any maturity of the 2023 Bonds is less than the amount to be paid at maturity of such 2023 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such 2023 Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the 2023 Bonds which is excluded from gross income for federal income tax purposes and is exempt from taxation by the Government of Guam, or by any state or territory of the United States or any political subdivision thereof, or by the District of Columbia. For this purpose, the issue price of a particular maturity of the 2023 Bonds is the first price at which a substantial amount of such maturity of the 2023 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the 2023 Bonds accrues daily over the term to maturity of such 2023 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such 2023 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such 2023 Bonds. Beneficial Owners of the 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2023 Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such 2023 Bonds in the original offering to the public at the first price at which a substantial amount of such 2023 Bonds is sold to the public.

2023 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2023 Bonds. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the 2023 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the 2023 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the 2023 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the 2023 Bonds may adversely affect the value of, or the tax status of interest on, the 2023 Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the 2023 Bonds is excluded from gross income for federal income tax purposes and, under 48 U.S.C. 1423a, is exempt from taxation by the Government of Guam, or

by any state or territory of the United States or any political subdivision thereof, or by the District of Columbia, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the 2023 Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2023 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the 2023 Bonds. Prospective purchasers of the 2023 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the 2023 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the 2023 Bonds ends with the issuance of the 2023 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority or the Beneficial Owners regarding the tax-exempt status of the 2023 Bonds in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the 2023 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the 2023 Bonds, and may cause the Authority or the Beneficial Owners to incur significant expense.

Payments on the 2023 Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of 2023 Bonds may be subject to backup withholding with respect to "reportable payments," which include interest paid on the 2023 Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the 2023 Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

UNDERWRITING

The 2023 Bonds are to be purchased from the Authority by Barclays Capital Inc. and Morgan Stanley & Co. LLC (collectively, the "Underwriters") pursuant to the terms of the Forward Delivery Agreement between the Underwriters and the Authority. The purchase price of the 2023 Bonds is \$_____, representing the aggregate principal amount of the 2023 Bonds (\$_____) and less Underwriters' discount of \$_____. The Forward Delivery Agreement provides that the Underwriters will purchase all of the 2023

Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Forward Delivery Agreement, including the approval by counsel of certain legal matters. The obligation of the Underwriters to accept and pay for the 2023 Bonds is subject to certain terms and conditions set forth therein, including the approval by counsel of certain legal matters. See “DELAYED DELIVERY OF THE 2023 BONDS.”

The Underwriters reserve the right to join with dealers and other underwriters in offering the 2023 Bonds to the public. The Underwriters intend to offer the 2023 Bonds for sale at the prices or yields set forth on the inside cover page hereof. Such initial public offering prices or yields may be changed from time to time by the Underwriters without prior notice. The Underwriters may offer and sell the 2023 Bonds to certain dealers, unit investment trusts or money market funds at prices lower than or at yields higher than the public offering prices or yields stated on the inside front cover page.

Morgan Stanley & Co. LLC, an underwriter of the 2023 Bonds, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the 2023 Bonds.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Authority, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority, including the Refunded Bonds.

CERTAIN LEGAL MATTERS

The validity of the 2023 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of Bond Counsel opinion is attached as APPENDIX F hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Underwriters by Hawkins Delafield & Wood LLP, Portland, Oregon, their counsel. Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel, will provide certain other legal services for the Authority,

VERIFICATION OF ESCROW

[Verification Agent] (the “**Verification Agent**”), will verify from the information provided to them by Authority and the Underwriters the mathematical accuracy as of the date of the closing on the 2023 Bonds of the computations contained in the provided schedules to determine that the anticipated receipts from the securities and/or cash deposits listed in the underwriters’ schedules, to be held in escrow, will be sufficient to pay, when due, the principal or redemption price of and interest on the Refunded Bonds to be refunded with proceeds of the 2023 Bonds. The Verification Agent will express no opinion on the reasonableness of the assumptions provided to them, or the likelihood that the redemption price and principal of and interest on such Refunded Bonds will be paid as described in the accompanying schedules.

MUNICIPAL ADVISOR

Montague DeRose and Associates, L.L.C. (the “**Municipal Advisor**”) has assisted the Authority with various matters relating to the planning, structuring and issuance of the 2023 Bonds. The Municipal Advisor is a financial advisory firm and is not engaged in the business of underwriting or distributing municipal securities or other public securities. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

FINANCIAL STATEMENTS

The audited financial statements of the Authority for the Fiscal Years ended September 30, 2021 and September 30, 2020 included in APPENDIX C have been audited by Ernst & Young LLP, independent auditors, as stated in their report appearing therein.

AVAILABLE INFORMATION

During the initial offering period for the 2023 Bonds, copies of the Authority’s audited financial statements are available from the Authority, P.O. Box 8770, Tamuning, Guam, 96931, and copies of the Indenture may be obtained, upon written request, from the Underwriters.

RATING

Moody’s has assigned its rating of “[]” to the 2023 Bonds. The rating reflects only the views of Moody’s, and an explanation of the significance of the rating may be obtained from Moody’s. There is no assurance that the rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by Moody’s if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of any such rating may have an adverse effect on the market price of the 2023 Bonds.

No assurance can be given that the rating for the 2023 Bonds on the Delayed Delivery Date will not be different than such rating. See “DELAYED DELIVERY OF THE 2023 BONDS” for a discussion regarding the termination of the Forward Delivery Agreement and ratings risk resulting from the delayed delivery thereof.

CONTINUING DISCLOSURE

Pursuant to the Continuing Disclosure Agreement (the “**Continuing Disclosure Agreement**”) between the Authority and Digital Assurance Certification, L.L.C. (“**DAC**” or the “**Dissemination Agent**”), the form of which is attached to this Official Statement as APPENDIX H, the Authority will covenant for the benefit of the holders of the 2023 Bonds to provide its annual financial statements and certain financial information and operating data relating to the Authority by not later than 180 days after the end of the Fiscal Year (currently September 30) to which such information pertains, commencing with the Fiscal Year ending September 30, 2023 (each, an “**Annual Report**”), and to provide notices of the occurrence of certain enumerated events. The Annual Reports and the notices of enumerated events are to be filed with the Municipal Securities Rulemaking Board through its EMMA system. The specific nature of the information to be contained in the Annual Reports and in the notices of enumerated events is described in the form the Continuing Disclosure Agreement in APPENDIX H hereto. The Authority is making these covenants for the benefit of the holders and Beneficial Owners of the 2023 Bonds and to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5), as amended from time to time (“**Rule 15c2-12**”).

The Authority designates DAC as the Dissemination Agent in the Continuing Disclosure Agreement. Pursuant to the Continuing Disclosure Agreement, the Dissemination Agent has only the duties specifically set forth in the Continuing Disclosure Agreement. The Dissemination Agent’s obligation to deliver the information at the times and with the contents described in the Continuing Disclosure Agreement is limited to the extent the Authority has provided such information to the Dissemination Agent as required by the Continuing Disclosure Agreement. The Dissemination Agent has no duty with respect to the content of any disclosures or notice made pursuant to the terms of the Continuing Disclosure Agreement. The Dissemination Agent has no duty or obligation to review or

verify any information in the annual report, audited financial statements, notice of notice event or voluntary report, or any other information, disclosures or notices provided to it by the Authority and is not to be deemed to be acting in any fiduciary capacity for the Authority, the Bondholders or any other party. The Dissemination Agent has no responsibility for the Authority's failure to report to the Dissemination Agent a notice event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine or liability for failing to determine whether the Authority has complied with the Continuing Disclosure Agreement. The Dissemination Agent may conclusively rely upon certifications of the Authority at all times.

On March 26, 2020, prior to the March 28, 2020, due date of the Annual Report for Fiscal Year 2019 (the "**2019 Annual Report**"), the Authority filed a notice indicating that the 2019 Annual Report would not be timely filed due to COVID-19 and the related closure of non-essential Government offices, including the Authority's office, effective March 16, 2020. The 2019 Annual Report was subsequently filed on April 27, 2020.

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MISCELLANEOUS

The attached Appendices are integral parts of this Official Statement and should be read in their entirety. The capitalized terms used in this Official Statement shall have the meanings ascribed to them in the text and, if not defined in the text, shall have the meanings set forth in APPENDIX E—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE or in APPENDIX B—SUMMARY OF THE FORM OF SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE. The Authority has reviewed the information contained herein and has approved all such information for use in this Official Statement.

The execution and delivery of this Official Statement has been duly authorized by the Authority.

A.B. WON PAT INTERNATIONAL AIRPORT
AUTHORITY, GUAM

By: _____

John M. Quinata
Executive Manager

APPENDIX A

GENERAL INFORMATION REGARDING THE TERRITORY OF GUAM

APPENDIX B

**SUMMARY OF THE FORM OF
SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE**

APPENDIX C

**AUDITED FINANCIAL STATEMENTS FOR THE
FISCAL YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

APPENDIX D
REPORT OF THE AIRPORT CONSULTANT

APPENDIX E

**SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE
AND THE SIXTH SUPPLEMENTAL INDENTURE**

APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

[Closing Date]

A.B. Won Pat International
Airport Authority, Guam
Tamuning, Guam

A.B. Won Pat International Airport Authority, Guam
General Revenue Bonds,
2023 Series A (AMT) (Forward Delivery)
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the A.B. Won Pat International Airport Authority, Guam (the “Authority”) in connection with the issuance of \$143,430,000 aggregate principal amount of A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2023 Series A (AMT) (Forward Delivery) (the “Bonds”), issued pursuant to an indenture dated as of September 1, 2003, as previously amended and supplemented, and as further supplemented by the Sixth Supplemental Indenture, dated as of [August] 1, 2022 (collectively, the “Indenture”), among the Authority, Bank of Guam, as trustee (the “Trustee”) and U.S. Bank Trust Company, National Association, as co-trustee (the “Co-Trustee”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, certificates of the Authority, GEDA, the Trustee, the Co-Trustee and others, opinions of counsel to the Authority, GEDA, the Trustee and the Co-Trustee, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after original delivery of the Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after original delivery of the Bonds on the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures provided to us and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture. We call attention to the fact that the rights and obligations under the Bonds and the Indenture and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies and instrumentalities of the Government of Guam. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute the valid and binding limited obligations of the Authority.
2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Authority. The Indenture creates a valid pledge, to secure the payment of principal of and interest on the Bonds and the payment of Credit Agreement Payments and Parity Payment Agreement Payments, of the Revenues, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.
3. Interest on the 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), except that no opinion is expressed as to the status of interest on any 2023 Bond for any period that such 2023 Bond is held by a "substantial user" of facilities financed or refinanced by the 2023 Bonds or by a "related person" within the meaning of Section 147(a) of the Code. Interest on the 2023 Bonds is a specific preference item for purposes of the federal alternative minimum tax. Under 48 U.S.C. Section 1423a, interest on the 2023 Bonds is exempt from taxation by the Government of Guam, or by any State or Territory of the United States or any political subdivision thereof, or by the District of Columbia. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the 2023 Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

per

APPENDIX G

DTC AND ITS BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“**DTC**”), New York, NY, will act as securities depository for the 2023 Bonds. The 2023 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2023 Bond certificate will be issued for each maturity of each series of the 2023 Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“**Direct Participants**”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary The Depository Trust & Clearing Corporation (“**DTCC**”). DTCC is a holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned and operated by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**”). The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2023 Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2023 Bond (“**Beneficial Owner**”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2023 Bonds, except in the event that use of the book-entry system for the 2023 Bonds is discontinued.

To facilitate subsequent transfers, all 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee does not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2023 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such 2023 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2023 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2023 Bond documents. Beneficial Owners of 2023 Bonds may wish to ascertain that the nominee holding the 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative,

Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2023 Bonds within a series and maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series and maturity to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the 2023 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Authority or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of or interest on the 2023 Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such, payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the 2023 Bonds at any time by giving reasonable notice to the Authority. Under such circumstances, in the event that a successor securities depository is not obtained, 2023 Bond certificates are required to be printed and delivered. The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, 2023 Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

The preceding information in this APPENDIX G was provided by DTC for inclusion herein, and has not been independently verified by the Authority or the Underwriters. No representation is made by the Authority as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Authority cannot and does not give any assurances that DTC will distribute to the Participants, or that the Participants or others will distribute to the Beneficial Owners, payments of debt service on the 2023 Bonds paid or any redemption or other notices or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. The Authority is not responsible or liable for the failure of DTC or any Direct Participant or Indirect Participant to make any payments or give any notice to a Beneficial Owner with respect to the 2023 Bonds or any error or delay relating thereto.

Neither the Authority nor the Trustee shall have any responsibility or obligation to any DTC Participant, any beneficial owner or other persons claiming a beneficial ownership interest in the 2023 Bonds under or through DTC or any DTC Participant, with respect to (i) the accuracy of any records maintained by DTC or any DTC Participant with respect to the beneficial ownership interest in the 2023 Bonds; (ii) the payment by DTC or any DTC Participant of any amount in respect of the principal of or interest on the 2023 Bonds to any beneficial owner or other person for the 2023 Bonds; or (iii) the delivery to any beneficial owner of the 2023 Bonds, or any other person of any notice which is permitted or required to be given to owners under the Indenture. Neither the Authority nor the Trustee shall have any responsibility with respect to obtaining consents from anyone other than the registered owners.

APPENDIX H

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

[Closing Date]

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by the A.B. Won Pat International Airport Authority, Guam (the “Authority”), and Digital Assurance Certification, L.L.C., as dissemination agent (the “Dissemination Agent”), in connection with the issuance of \$143,430,000 A.B. Won Pat International Airport Authority, Guam General Revenue Bonds, 2023 Series A (AMT) (Forward Delivery) (the “2023 Bonds”). The 2023 Bonds are being issued pursuant to the Indenture, dated as of September 1, 2003 (the “General Indenture”), by and between the Authority and Bank of Hawaii, as predecessor trustee, as amended and supplemented, including by a Sixth Supplemental Indenture, dated as of August 1, 2022 (the “Sixth Supplemental Indenture”), by and between the Authority and Bank of Guam, as successor trustee (the “Trustee”), and U.S. Bank Trust Company, National Association (the “Co-Trustee”). The General Indenture, as amended and restated, including by the Sixth Supplemental Indenture, is referred to herein as the “Indenture.” The Authority and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the 2023 Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any 2023 Bonds (including persons holding 2023 Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” initially shall mean Digital Assurance Certification, L.L.C., or any successor Dissemination Agent designated in writing by the Authority (which may be the Authority) and which has filed with the Authority a written acceptance of such designation.

“Financial Obligation” means, for purposes of the Listed Events set out in Section 5(a)(10) and Section (5)(b)(8), a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Holder” shall mean the person in whose name any 2023 Bond shall be registered.

“Listed Events” shall mean any of the events listed in Section 5(a) or (b) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” means the official statement of the Authority, dated _____, 2022, relating to the 2023 Bonds.

“Participating Underwriters” shall mean, collectively, the original underwriters of the 2023 Bonds required to comply with the Rule in connection with the offering of the 2023 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the Authority’s fiscal year (presently September 30) (such date, the “Annual Filing Date”), commencing with the report for the fiscal year ended September 30, 2023, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided, that the audited financial statements of the Authority may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, subject to the requirement in Section 4(a) of this Disclosure Agreement to file the unaudited financial statements. If the Authority’s fiscal year changes, it shall give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the 2023 Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the Annual Filing Date, the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). If the Authority is acting as Dissemination Agent and the Authority is unable to provide to the MSRB an Annual Report by the Annual Filing Date required in subsection (a), the Authority shall, in a timely manner, send or cause to be sent to the MSRB a notice in substantially the form attached as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the Annual Filing Date (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a “failure to file event” shall have occurred and the Authority irrevocably directs the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report.

(d) If the Annual Report is delivered to the Dissemination Agent for filing, the Dissemination Agent shall (if the Dissemination Agent is other than the Authority) file a report with the Authority certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the MSRB.

SECTION 4. Content of Annual Reports. The Authority’s Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Authority for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided that if the Authority’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements for such entity in a format similar to the financial statements contained in the Official Statement relating to the 2023 Bonds, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) information regarding the level of passenger traffic at the Airport (to the extent not included in the financial statements referred to in (a) above), to the extent that such information is historical and not projected and that similar information is included in the Official Statement; and

(c) information regarding passenger airline departures (to the extent not included in the financial statements referred to in (a) above), to the extent that such information is historical and not projected and that similar information is included in the Official Statement.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been made available to the public on the MSRB's website. The Authority shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the 2023 Bonds in a timely manner not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of Notices of Proposed Issue (IRS Form 5701-TEB);
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of the obligated person; or
10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the 2023 Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

1. Unless described in Section 5(a)(5), material notices or determinations by the Internal Revenue Service with respect to the tax status of the 2023 Bonds or other material events affecting the tax status of the 2023 Bonds;
2. Modifications to rights of 2023 Bond holders;
3. 2023 Bond calls;
4. Release, substitution or sale of property securing repayment of the 2023 Bonds;
5. Non-payment related defaults;
6. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
7. Appointment of a successor or additional trustee or co-trustee, or the change of name of a trustee or co-trustee; or
8. Incurrence of a Financial Obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect 2023 Bond holders.

(c) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the Authority shall determine if such event would be material under applicable federal securities laws.

(d) If the Authority learns of the occurrence of a Listed Event described in Section 5(a), or determines that knowledge of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the Authority shall within 10 business days of occurrence file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(7) or (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected 2023 Bonds pursuant to the Indenture.

(e) The Authority intends to comply with the Listed Events described in Section 5(a)(10) and Section 5(b)(8), and the definition of “Financial Obligation” in Section 1, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885 dated August 20, 2018 (the “2018 Release”), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

SECTION 6. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The obligations of the Authority and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2023 Bonds. If such termination occurs prior to the final maturity of the 2023 Bonds, the Authority shall give notice of such termination in a filing with the MSRB.

SECTION 8. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Authority shall be the Dissemination Agent. The initial Dissemination Agent shall be Digital Assurance Certification, L.L.C.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Authority), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the 2023 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the 2023 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the 2023 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Authority shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

SECTION 11. Default. In the event of a failure of the Authority or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the 2023 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed to be an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the 2023 Bonds, and shall create no rights in any other person or entity.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and, to the fullest extent permitted by applicable law, the Authority agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Authority under this Section shall survive resignation or removal of the Co-Trustee or the Dissemination Agent and payment of the 2023 Bonds.

The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any disclosures or notices provided to it by the Authority and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Holders of the 2023 Bonds or any other party. The Dissemination Agent shall have no responsibility for the Authority's failure to report to the Dissemination Agent a Listed Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Authority has complied with this Disclosure Agreement. The Dissemination Agent may conclusively rely upon certifications of the Authority at all times.

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by the laws of Guam.

IN WITNESS WHEREOF, this Disclosure Agreement has been executed on behalf of the Authority and the Dissemination Agent by their duly authorized representatives as of the date first written above.

A.B. WON PAT INTERNATIONAL AIRPORT
AUTHORITY, GUAM

By: _____
Authorized Officer

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

By: _____
Authorized Officer

CONTINUING DISCLOSURE EXHIBIT A

**FORM OF NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: A.B. Won Pat International Airport Authority, Guam

Name of Bond Issue: A.B. Won Pat International Airport Authority, Guam General Revenue Bonds,
2023 Series A (AMT) (Forward Delivery)

Date of Issuance: July __, 2023

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named 2023 Bonds as required by Section 4 of the Continuing Disclosure Agreement of the Authority, dated the Date of Issuance. [The Authority anticipates that the Annual Report will be filed by _____.]

Dated: _____

A.B. WON PAT INTERNATIONAL AIRPORT
AUTHORITY, GUAM

By _____ [to be signed only if filed] _____

APPENDIX I

FORM OF FORWARD DELIVERY AGREEMENT OF PURCHASER

Barclays Capital Inc.
As Representative of the Underwriters

A.B. WON PAT
INTERNATIONAL AIRPORT AUTHORITY, GUAM
\$ _____ ‡
General Revenue Bonds
2023 Series A (AMT) (Forward Delivery)

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby agrees (this “Agreement”) to purchase from Barclays Capital Inc. (the “Representative”), as representative of itself and the Underwriters set forth in the Forward Delivery Contract (defined below) (collectively with the Representative, the “Underwriters”) when, as, and if issued and delivered to the Underwriters by the A.B. Won Pat International Airport Authority, Guam (the “Authority”), and the Representative agrees to sell to the Purchaser:

<u>Par Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Yield</u>	<u>Price</u>
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of the above-referenced Series 2023 Bonds (the “Bonds” or the “Purchased Obligations”) offered by the Authority under the Preliminary Official Statement dated _____, 2022 and the Official Statement relating to the Purchased Obligations dated [Sale Date], 2022 (the “Official Statement”), at the purchase price and with the interest rates, principal amounts, and maturity dates shown above, and on the further terms and conditions set forth in the Forward Delivery Contract. The Purchased Obligations are being purchased by the Underwriters pursuant to a Forward Delivery Contract, dated [Sale Date], 2022, between the Authority and the Representative, acting on its behalf and on behalf of the Underwriters (the “Forward Delivery Contract”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Forward Delivery Contract or the Official Statement.

The Purchaser hereby confirms that it has reviewed the Preliminary Official Statement and the Official Statement (including without limitation the section entitled “DELAYED DELIVERY OF THE 2023 BONDS” therein), has considered the risks associated with purchasing the Purchased Obligations and is duly authorized to purchase the Purchased Obligations. The Purchaser further acknowledges and agrees that the Purchased Obligations are being sold on a “forward” basis, and the Purchaser hereby purchases and agrees to accept delivery of such Purchased Obligations from the Underwriters on or about July __, 2023 (the “Settlement Date”).

Payment for the Purchased Obligations shall be made to the Representative or upon its order on the Settlement Date upon delivery to the Purchaser of the Purchased Obligations through the book-entry system of The Depository Trust Company. The Purchaser agrees that in no event shall the Underwriters be responsible or liable for any claim or loss, whether direct or consequential, which the Purchaser may suffer in the event the Authority does not for any reason issue and deliver the Purchased Obligations.

Upon the Settlement Date, the obligation of the Purchaser to take delivery of the Purchased Obligations hereunder shall be unconditional. The Purchaser may terminate its obligation to purchase the Purchased Obligations in the event that between the date of the Forward Delivery Agreement and the Settlement Date, one of the following events shall have occurred and the Purchaser has notified the Representative in writing as provided herein:

(1) as of the Settlement Date, the Bonds are not rated (or any rating is suspended or withdrawn which results in the Bonds having no rating) by Moody’s;

‡ Preliminary, subject to change.

(2) as a result of any Change in Law, Bond Counsel notifies the Authority that it does not expect to be able to issue an opinion on the Settlement Date either (i) substantially in the form and to the effect set forth in Appendix F to the Official Statement or (ii) notwithstanding a Change in Law that prevents Bond Counsel from issuing an opinion substantially in the form and to the effect set forth in Appendix F to the Official Statement, substantially to the effect that interest on the Bonds is not subject to any then currently imposed federal income tax or personal income taxes imposed by the Government and is not included as a specific preference item for purposes of the federal alternative minimum tax;

(3) for any reason other than set forth in (2) above, Bond Counsel does not expect to be able to issue an opinion substantially in the form and to the effect set forth in Appendix F to the Official Statement;

(4) for any reason, including a Change in Law, the issuance, offering, or sale of the Bonds as contemplated by the Forward Delivery Contract or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended or supplemented (the "1933 Act"), the Securities Exchange Act of 1934, as amended or supplemented (the "1934 Act"), or the Trust Indenture Act of 1939, as amended or supplemented (the "1939 Act");

(5) an Event of Default has occurred and is continuing under the Indenture; or

(6) an event shall occur which makes untrue or incorrect in any material respect, as of its date, any statement or information contained in the Official Statement or Updated Official Statement or which is not reflected in the Official Statement or Updated Official Statement but should be reflected therein in order to make the statements contained therein in light of the circumstances under which they were made, not misleading in any material respect and, in either such event, (a) the Authority refuses to permit the Official Statement or Updated Official Statement, as the case may be, to be supplemented to supply such statement or information in a manner satisfactory to the Underwriters or (b) the effect of the Official Statement or Updated Official Statement, as so supplemented is, in the judgment of the Representative, to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds.

A "Change in Law" shall mean any of the following, which occur at any time after the Preliminary Closing Date and on or prior to the Settlement Date:

(i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations or other pronouncements or interpretations by federal or state agencies;

(ii) any legislation enacted by the Congress of the United States (if such enacted legislation has a proposed effective date which is on or before the Settlement Date);

(iii) any law, rule or regulation proposed or enacted by any governmental body, department or agency (if such enacted law, rule or regulation has a proposed effective date which is on or before the Settlement Date); or

(iv) any judgment, ruling or order issued by any court or administrative body,

which with respect to the foregoing clauses (i) through (iv) would, (A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriters from (1) accepting delivery of and paying for the Bonds in accordance with the provisions of the Forward Delivery Agreement or (2) selling the Bonds or beneficial ownership interests therein to the bona fide purchasers, or, (B) as to the Authority, make illegal the issuance, sale or delivery of the Bonds (or have the retroactive effect of making illegal such issuance, sale or delivery, if enacted, adopted, passed or finalized), (C) eliminate the exclusion from gross income of interest on the Bonds (or have the retroactive effect of eliminating such exclusion if enacted, adopted, passed, or finalized), or (D) require the Bonds to be registered under the 1933 Act or under the 1934 Act, or

require the Indenture to be qualified under the 1939 Act (or have the retroactive effect of requiring such registration or qualification if enacted, adopted, passed or finalized); or

(v) a stop order, ruling, regulation, or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, is, or would be, in violation of any applicable provision of the 1933 Act, the 1934 Act, or the 1939 Act.

A Change in Law shall not include any enactment, proposal or recommendation having the effect of diminishing (rather than eliminating) the exclusion from gross income for federal income tax purposes of interest payable on state or local bonds.

The Purchaser acknowledges and agrees that the Purchased Obligations are being sold on a “forward” or “forward delivery” basis for delivery on the Settlement Date and that the Purchaser is obligated to take up and pay for the Purchased Obligations on the Settlement Date unless the Underwriters terminate the Forward Delivery Agreement, or the Purchaser terminates its obligation to purchase the Purchased Obligations as described herein. To effect a termination by the Purchaser, the Purchaser acknowledges and agrees that it must give written notice of its termination to the Representative before the Settlement Date. The Purchaser understands and agrees that no termination of the obligation of the Purchaser may occur after the Settlement Date. The Purchaser is not a third-party beneficiary under the Forward Delivery Agreement and has no rights to enforce, or cause the Underwriters to enforce, any of the terms thereof. The Purchaser acknowledges that it will not be able to withdraw its order except as described herein, and will not otherwise be excused from performance of its obligations to take up and pay for the Purchased Obligations on the Settlement Date because of market or credit changes, including specifically, but not limited to (a) changes in the ratings assigned to the Purchased Obligations or changes in the credit associated with the Purchased Obligations generally, and (b) changes in the financial condition and operations of the Authority. The Purchaser acknowledges and agrees that it will remain obligated to purchase the Purchased Obligations in accordance with the terms hereof, even if the Purchaser decides to sell such Purchased Obligations following the date hereof, unless the Purchaser sells Purchased Obligations to another institution with the prior written consent of the Representative and such institution provides a written acknowledgment of confirmation of purchase order and a forward delivery agreement in the same respective forms as that executed by the Purchaser.

The Purchaser represents and warrants that, as of the date hereof, the Purchaser is not prohibited from purchasing the Purchased Obligations hereby agreed to be purchased by it under the laws of the jurisdiction(s) to which the Purchaser is subject.

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party without the prior written consent of the other.

The Purchaser acknowledges that the Representative is entering into the Forward Delivery Agreement with the Authority to purchase the 2023 Bonds in reliance in part on the performance by the Purchaser of its obligations under this Agreement.

This Agreement may be executed by either of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument under the laws of the State of New York.

It is understood that the acceptance by the Representative of any forward delivery agreement (including this one) is in the Representative's sole discretion and that, without limiting the foregoing, acceptances of such contracts need not be on a “first-come, first-served” basis. If this Agreement is acceptable to the Representative, it is requested that the Representative sign the form of acceptance below and mail or deliver one of the counterparts hereof to the Purchaser at its address set forth below. This will become a binding contract between the Representative and the Purchaser when such counterpart is so mailed or delivered by the Representative. This Agreement does not constitute a customer confirmation pursuant to Rule G-15 of the Municipal Securities Rulemaking Board.

This Agreement shall be construed and administered under the laws of the State of New York.

Purchaser

By: _____

Name:

Title:

Accepted _____, 2022

BARCLAYS CAPITAL INC.,
as Representative of the Underwriters

By: _____

Name:

Title:

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
GENERAL REVENUE BONDS, 2023 SERIES A (AMT) (FORWARD DELIVERY)
PRINCIPAL AMOUNT OF \$[_____]

FORWARD DELIVERY BOND PURCHASE CONTRACT

[_____] , 2022

A.B. Won Pat International Airport Authority, Guam
355 Chalan Pasaheru
Tamuning, Guam 96913

Guam Economic Development Authority
ITC Building, Suite 511
590 S Marine Corps Drive
Tamuning, Guam 96913

Ladies and Gentlemen:

Barclays Capital Inc. (the “Representative”), on behalf of itself and Morgan Stanley & Co. LLC (together with the Representative, the “Underwriters”) hereby offers to enter into this forward delivery bond purchase contract (this “Forward Delivery Purchase Contract”) with A.B. Won Pat International Airport Authority, Guam (the “Authority”), for the purchase by the Underwriters and the sale by the Authority of its 2023 Bonds specified below.

This offer is made subject to acceptance thereof by the Authority and the Guam Economic Development Authority (“GEDA”) prior to 11:59 p.m., prevailing time in New York, New York, on the date hereof, and, upon such acceptance, evidenced by the signature of a duly authorized officer of the Authority and GEDA in the space provided below, this Forward Delivery Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Authority and the Underwriters. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Preliminary Official Statement (as defined herein).

1. Purchase and Sale. Subject to the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriters hereby agree to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the \$[_____] principal amount of the Authority’s General Revenue Bonds, 2023 Series A (AMT) (Forward Delivery) (the “2023 Bonds”).

The 2023 Bonds shall be dated as of their date of delivery, and shall have the maturities, bear interest on the dates and at the rates per annum and be subject to redemption as set forth in the Official Statement and in Appendix A attached hereto, such interest being payable semiannually as described in the Official Statement and in such Appendix A. The aggregate

purchase price of the 2023 Bonds (the “Purchase Price”) shall be the sum of the purchase prices set forth in Appendix A attached hereto.

The issuance, sale and delivery of the 2023 Bonds have been approved by Resolution No. [] of the Authority adopted on [], 2022 (the “GIAA Resolution”). The issuance and sale of the 2023 Bonds have been approved by GEDA pursuant to Resolution No. [] adopted on [], 2022 (the “GEDA Resolution”). The 2023 Bonds shall be issued pursuant to Chapter 1 of Title 12 of the Guam Code Annotated, as amended (the “Act”) and Public Law No. 35-137, adopted by the Guam Legislature on December 30, 2020 and signed by the Governor on January 4, 2021 (the “Bond Act” and together with the Act, the GIAA Resolution and the GEDA Resolution, the “Authorizing Instruments”). The 2023 Bonds shall be as described in and shall be issued and secured under and pursuant to an Indenture, dated as of September 1, 2003 (as previously amended and supplemented, the “General Indenture”), as supplemented by a Sixth Supplemental Indenture, dated as of August 1, 2022 (the “Sixth Supplemental Indenture” and, together with the General Indenture, the “Indenture”), each by and among the Authority, Bank of Guam, as trustee (the “Trustee”) and U.S. Bank Trust Company, National Association, as co-trustee and paying agent and registrar (the “Co-Trustee”).

The 2023 Bonds are being issued for the purposes described in the Preliminary Official Statement dated [], 2022 (together with all appendices thereto and such amendments thereto as shall have been accepted by the Representative, the “Preliminary Official Statement”), namely to:

- (a) refund all or a portion of the Authority’s remaining outstanding General Revenue Bonds, 2013 Series C (the “2013 Bonds”); and
- (b) pay the costs of issuing the 2023 Bonds, which includes costs of refunding the 2013 Bonds.

2. Preliminary and Final Official Statements; Amendments and Supplements Thereto.

(a) The Authority and GEDA hereby ratify the use by the Underwriters (in connection with the initial public offering of the 2023 Bonds) prior to the date hereof of the Preliminary Official Statement. The Authority and GEDA hereby represent that the Preliminary Official Statement has been deemed final by the Authority and GEDA as of its date, except for the omission of information permitted to be excluded by Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”). The Official Statement of the Authority relating to the 2023 Bonds, in the form of the Preliminary Official Statement, with only such changes as permitted by Rule 15c2-12 as shall have been accepted by the Representative, is referred to as the “Official Statement.”

(b) The Authority and GEDA authorize the use of the Preliminary Official Statement and the Official Statement by the Underwriters in connection with the public offering and sale of the 2023 Bonds. The Authority covenants and agrees to cause an electronic copy of the Official Statement to be delivered to the Underwriters within seven business days after the date hereof, and in any event, upon the request of the Representative,

in sufficient time to accompany any confirmation requesting payment from any customer of the Underwriters and in sufficient time to permit the Underwriters to comply with the provisions of Rule 15c2-12 and with all applicable rules of the Municipal Securities Rulemaking Board.

(c) Notwithstanding any prior amendment or supplements to the Official Statement made pursuant to subsection (d) of this Section, the Authority, in cooperation with the Underwriters, shall prepare an updated Official Statement dated a date not more than 25 nor less than ten days prior to Settlement (both dates inclusive) relating to the Bonds (the “Updated Official Statement”) which, as of such date, will be accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Promptly following its preparation, the Authority shall furnish to the Representative an electronic copy of the Updated Official Statement and one (1) manually signed Updated Official Statement to permit the Underwriters (as the Authority shall be informed by the Underwriters) to comply with the Underwriters’ requirements under Rule 15c2-12 and other applicable rules of the SEC and the MSRB as described in subsection (b) of this Section. The Authority and GEDA authorize the use of the Updated Official Statement by the Underwriters in connection with the public offering and sale of the 2023 Bonds.

(d) Until the earlier of (i) ninety (90) days after the End of the Underwriting Period (as hereinafter defined) or (ii) the time when the Official Statement or Updated Official Statement, as applicable, is available to any person the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, but in no case less than 25 days following the End of the Underwriting Period, each party hereto agrees that it will notify the other parties hereto if: (a) any event shall occur that would cause the Official Statement or Updated Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (b) it is necessary to amend or supplement the Official Statement or Updated Official Statement to comply with applicable law, then in either such case, the Authority or GEDA will notify the Representative and provide the Representative with such information as the Representative may from time to time reasonably request, and will prepare and furnish, at the Authority’s expense (in a form and manner approved by the Representative), an electronic copy of any amendments or supplements to the Official Statement or Updated Official Statement so that the statements in the Official Statement or Updated Official Statement, as applicable, as so amended or supplemented, as of the time the Official Statement, as so amended or supplemented, is delivered to a purchaser: (i) will not contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; and (ii) will comply with applicable law.

(e) For purposes of this Forward Delivery Purchase Contract, the “End of the Underwriting Period” shall mean the day of the Settlement, or, if the Authority has been notified in writing by the Underwriters, on or prior to the date of the Settlement, that the “End of the Underwriting Period” within the meaning of Rule 15c2-12 will not occur on

the date of the Settlement, such later date on which the “End of the Underwriting Period” within such meaning has in fact occurred. In the event that the Authority has been given notice pursuant to the preceding sentence that the “End of the Underwriting Period” will not occur on the date of the Settlement, the Underwriters agree to notify the Authority in writing of the date it does occur as soon as practicable following the “End of the Underwriting Period” for all purposes of Rule 15c2-12; provided, however, that if the Underwriters have not otherwise so notified the Authority of the “End of the Underwriting Period” by the 30th day after the Settlement, then the “End of the Underwriting Period” shall be deemed to occur on such 30th day unless otherwise agreed to by the Authority.

(f) If a change referenced in subsection (d) of this Section occurs subsequent to the Preliminary Closing Date, the Authority agrees to deliver to the Underwriters as soon as practicable thereafter, such legal opinions, certificates, instruments and documents as the Representative may reasonably request to evidence the truth and accuracy of any corrected information.

3. Public Offering. The Underwriters agree to make a bona fide public offering of all the 2023 Bonds at prices not in excess of the public offering prices (or the prices corresponding to the yields) as set forth on the inside cover of the Official Statement; provided the initial public offering prices (or the prices corresponding to the yields) may be changed, from time to time, by the Underwriters as they deem necessary in connection with the marketing of the 2023 Bonds (subject to Section 4 below). The Underwriters also reserve the right to offer and sell the 2023 Bonds to certain dealers (including the Underwriters and other dealers depositing such 2023 Bonds into investment trusts or money market funds) at prices lower than such initial public offering prices (or the prices corresponding to the yields).

Following the initial offering period, at such time as all price restrictions have been lifted by the Underwriters, the offering prices may be changed from time to time by the Underwriters without prior notice to any person. In connection with the initial public offering of the 2023 Bonds, the Underwriters may over-allot or effect transactions that stabilize or maintain the market price of the 2023 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time by the Underwriters without prior notice to the Authority.

4. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the 2023 Bonds and shall execute and deliver to the Authority at Settlement an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit F, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Orrick, Herrington & Sutcliffe LLP, bond counsel to the Authority, (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2023 Bonds. [All actions to be taken by the Authority under this Section to establish the issue price of the 2023 Bonds may be taken on behalf of the Authority by the Authority’s

municipal advisor identified herein and any notice or report to be provided to the Authority may be provided to the Authority's municipal advisor.]

(b) [Except as otherwise set forth in Schedule I attached hereto,] the Authority will treat the first price at which 10% of each maturity of the 2023 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Forward Delivery Purchase Contract, the Representative shall report to the Authority the price or prices at which the Underwriters have sold to the public each maturity of the 2023 Bonds. For purposes of this Section, if any 2023 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2023 Bonds.

(c) The Representative confirms that the Underwriters have offered the 2023 Bonds to the public on or before the date of this Forward Delivery Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Forward Delivery Purchase Contract, the maturities, if any, of the 2023 Bonds for which the 10% test has not been satisfied and for which the Authority and the Representative, on behalf of the Underwriters, agree that (i) the Representative will retain all unsold 2023 Bonds of each maturity for which the 10% test has not been satisfied and not allocate any such 2023 Bonds to any other Underwriter and (ii) the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2023 Bonds, the Representative will neither offer nor sell unsold 2023 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the 2023 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2023 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

- (1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the 2023 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold 2023 Bonds of each maturity allocated to it, whether or not the Settlement Date has occurred, until either all 2023 Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the 2023 Bonds of that maturity, provided that, the reporting obligation after the Settlement Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of 2023 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2023 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the 2023 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2023 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2023 Bonds of each maturity allocated to it, whether or not the Settlement Date has occurred, until either all 2023 Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the 2023 Bonds of that maturity, provided that, the reporting obligation after the Settlement Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the 2023 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2023 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2023 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2023 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2023 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer

who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2023 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2023 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2023 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the 2023 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2023 Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2023 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2023 Bonds.

(f) The Underwriters acknowledge that sales of any 2023 Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2023 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2023 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2023 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2023 Bonds to the public),

(3) a purchaser of any of the 2023 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

“sale date” means the date of execution of this Forward Delivery Purchase Contract by all parties.

5. Representations. The Authority represents to the Underwriters as of the date hereof as follows:

(a) The Authority is duly organized and validly existing as a public corporation and autonomous instrumentality of the Government of Guam with full legal, right, power and authority to issue the 2023 Bonds pursuant to the Act.

(b) The Authority has full legal right, power and authority to: (i) execute and deliver this Forward Delivery Purchase Contract; (ii) execute and deliver the Sixth Supplemental Indenture, the Continuing Disclosure Agreement, and the Escrow Agreement dated as of [_____] 1], 2022 between the Authority and U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agreement” and together with the Sixth Supplemental Indenture and the Continuing Disclosure Agreement, the “Legal Documents”); (iii) deliver the Preliminary Official Statement, execute and deliver the Official Statement, and execute and deliver the Updated Official Statement; (iv) issue, sell and deliver the 2023 Bonds to the Underwriters pursuant to the Indenture, as provided herein; (v) perform its obligations under the 2023 Bonds, the General Indenture, the Legal Documents, and the Airline Operating Agreements, concession agreements, and other agreements described in the Preliminary Official Statement and the Official Statement under “AGREEMENTS FOR USE OF AIRPORT FACILITIES” (collectively, the “Airport Use Agreements”); and (vi) to carry out and consummate all other transactions contemplated thereby and hereby, subject, in the case of (v) and (vi), to the proceedings described in the Preliminary Official Statement and the Official Statement under “AGREEMENTS FOR USE OF AIRPORT FACILITIES — Passenger Terminal Building Concessions and Revenue Arrangements — Duty Free Concession.”

(c) By all necessary official action, the Authority has duly authorized and approved the preparation and distribution of the Preliminary Official Statement, the preparation, execution and delivery of the Official Statement, the preparation, execution and delivery of the Updated Official Statement, the execution and delivery of, and the performance of its obligations under the Indenture, the 2023 Bonds, this Forward Delivery Purchase Contract, the Legal Documents, the Airport Use Agreements and the consummation by it of all other transactions contemplated by this Forward Delivery Purchase Contract, the Indenture, the Legal Documents and the Airport Use Agreements. Upon execution and delivery by the Authority (assuming due authorization, execution and delivery by and enforceability against the other parties thereto), the Legal Documents and this Forward Delivery Purchase Contract will be, and the General Indenture and the Airport Use Agreements are, in full force and effect and each will or does constitute the legal, valid and binding agreement or obligation of the Authority, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against the Authority, and subject (with respect to the Airport Use Agreements) to the proceedings described in the Preliminary Official Statement and the Official Statement under “AGREEMENTS FOR USE OF AIRPORT FACILITIES — Passenger Terminal Building Concessions and Revenue Arrangements — Duty Free Concession.”

(d) The 2023 Bonds, when issued, authenticated and delivered in accordance with the Indenture, and sold to the Underwriters as provided herein, will constitute legal, valid and binding obligations of the Authority in conformity with and entitled to the benefit and security of the Indenture, and enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against the Authority.

(e) Subject (with respect to the Airport Use Agreements) to the proceedings described in the Preliminary Official Statement and the Official Statement under "AGREEMENTS FOR USE OF AIRPORT FACILITIES —Passenger Terminal Building Concessions and Revenue Arrangements — Duty Free Concession," the execution and delivery of the 2023 Bonds and the Legal Documents, and compliance with the provisions on the Authority's part contained in the General Indenture, the 2023 Bonds, this Forward Delivery Purchase Contract, the Legal Documents and the Airport Use Agreements, will not conflict with or constitute a breach of or default under any applicable law (including any provision of the Organic Act of Guam), administrative regulation, court order or consent decree of the Government of Guam or any department, division, agency or instrumentality thereof or of the United States or any applicable judgment or decree or any loan agreement, note, resolution, indenture, agreement or other instrument to which the Authority is a party or is otherwise subject.

(f) The Authority is in compliance with the provisions of the Indenture, no Event of Default exists thereunder, and no event has occurred which, with the passing of time or the delivery of notice, would constitute an Event of Default thereunder.

(g) The Authority is not in any material respect in breach of or default under any applicable law, administrative regulation, court order or consent decree of the Government of Guam or of the United States, or any agency or instrumentality of either of them, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture or this Forward Delivery Purchase Contract) or other instrument to which the Authority is a party which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the General Indenture, the Legal Documents, this Forward Delivery Purchase Contract or the Airport Use Agreements, and aside from those disclosed in the Preliminary Official Statement, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument.

(h) All authorizations, opinions, certifications, approvals, consents, licenses, permits, consents or orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required as of the date hereof for the due authorization of, or the obtaining of which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption of, as applicable, the GIAA Resolution, the GEDA Resolution, the Legal Documents, the Airport Use Agreements, the Preliminary Official Statement, the Official

Statement, the Updated Official Statement or this Forward Delivery Purchase Contract, the issuance of the 2023 Bonds or due performance by the Authority of its obligations thereunder, under the General Indenture or hereunder, at this time have been duly obtained.

(i) The 2023 Bonds, when issued, will conform to the descriptions thereof contained in the Preliminary Official Statement (except for the exclusion of pricing-related information permitted to be omitted pursuant to Rule 15c2-12) and in the Official Statement and the Updated Official Statement under the captions “THE 2023 BONDS” and Appendix E - “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE SIXTH SUPPLEMENTAL INDENTURE”; the proceeds of the 2023 Bonds will be applied generally as described in the Preliminary Official Statement (except for the exclusion of pricing information) and the Official Statement and the Updated Official Statement under the captions “INTRODUCTION” and “PLAN OF FINANCE”; and the General Indenture and the Legal Documents conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement, and the Official Statement,.

(j) The Preliminary Official Statement, as of its date and as of the date hereof (excluding any information permitted to be omitted pursuant to Rule), did not and does not contain any untrue or misleading statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Authority has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the 2023 Bonds as provided in and subject to all of the terms and provisions of the Indenture, including for payment or reimbursement of Authority expenses incurred in connection with the negotiation, marketing, issuance and delivery of the 2023 Bonds to the extent required by Section 14 of this Forward Delivery Purchase Contract.

(l) To the best knowledge of the Authority, after due investigation and except to the extent disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body is pending or, to the knowledge of the Authority, threatened in any way: (i) affecting the existence of the Authority or the title of any official of the Authority to such person’s office; (ii) seeking to restrain or enjoin the issuance, sale or delivery of the 2023 Bonds or the collection of revenues or assets of the Authority pledged or to be pledged to pay the principal of and interest or premium, if any, on the 2023 Bonds or the pledge thereof; (iii) contesting or affecting the validity or enforceability of the Act, the GIAA Resolution, the GEDA Resolution, the General Indenture, the Legal Documents, this Forward Delivery Purchase Contract, the Airport Use Agreements or the 2023 Bonds; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement, the Official Statement or any supplement or amendment thereto, the power or authority of the Authority with respect to the 2023 Bonds, the General Indenture, the Legal Documents, the Airport Use Agreements or this Forward Delivery Purchase Contract, nor is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially

adversely affect the validity of the Act, the GIAA Resolution, the GEDA Resolution or the authorization, execution, delivery or performance by the Authority of the 2023 Bonds, the General Indenture, the Legal Documents, the Airport Use Agreements or this Forward Delivery Purchase Contract.

(m) Unless otherwise expressly limited by its terms, any certificate signed by any officer of the Authority and delivered to the Underwriters pursuant to the Indenture or this Forward Delivery Purchase Contract or pursuant to any document contemplated thereby or hereby shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements therein and that such officer shall have been duly authorized to execute the same.

(n) To the best knowledge of the Authority, there is no public vote or referendum pending or proposed, the results of which could in any way adversely affect the transactions contemplated by this Forward Delivery Purchase Contract, the Act, the Bond Act, the GIAA Resolution, the GEDA Resolution, the 2023 Bonds or the Indenture or the validity or enforceability of the 2023 Bonds.

(o) The Indenture creates a valid pledge of and grant of a security interest in the Revenues (as defined in the Indenture) purported to be pledged thereby.

(p) Between the date of this Forward Delivery Purchase Contract and the Settlement Date (as defined in Section 7), the Authority will not, without the prior written consent of the Underwriters, issue any bonds, notes or other obligations for borrowed money payable from the Revenues (as defined in the Indenture) prior to or on a parity with the 2023 Bonds, or incur any material liabilities, direct or contingent, except in the ordinary course of business or as disclosed in the Official Statement; and, subsequent to the respective dates as of which information is given in the Official Statement and the Updated Official Statement, respectively, and to and including the Settlement Date, the Authority has not incurred and will not incur with respect to the operations of the Authority any material liabilities (direct or contingent) other than those occurring in the ordinary course of operating the Airport, nor will there be any action, or any failure to act, on the part of the Authority which would result in an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Authority, except as contemplated by the Official Statement and the Updated Official Statement.

(q) Between the date of this Forward Delivery Purchase Contract and the Settlement Date, the Authority will not take any action within or under its control that will cause any adverse change of a material nature in the enforcement or collection of the Revenues (as defined in the Indenture).

(r) The Authority will furnish such information, execute such instruments and take such action in cooperation with the Underwriters, at no expense to the Authority, as the Underwriters may reasonably request: (i) to (A) qualify the 2023 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (B) determine the eligibility of the 2023 Bonds for investment under the laws of such states and other

jurisdictions; and (ii) to continue such qualifications in effect so long as required for the distribution of the 2023 Bonds (provided, however, that the Authority will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and the Authority will advise the Representative immediately of receipt by the Authority of any written notification with respect to the suspension of the qualification of the 2023 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(s) The financial statements of the Authority contained in the Preliminary Official Statement and the Official Statement fairly present the financial positions and results of operation of the Authority and the Airport as of the dates and for the periods therein set forth, and the Authority has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles.

(t) As of the time of the Authority's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 2 of this Forward Delivery Purchase Contract) at all times subsequent thereto during the period up to and including the Preliminary Closing Date, the Official Statement will be true and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements and information therein contained, in the light of the circumstances under which they were made, not misleading.

(u) If the Official Statement or Updated Official Statement is supplemented or amended pursuant to Section 2 of this Forward Delivery Purchase Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section) at all times subsequent thereto up to and including that date that is 25 days after the End of the Underwriting Period (as defined in Section 2), the Official Statement or Updated Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(v) The Authority will advise the Underwriters promptly of any proposal by the Authority or otherwise of which it has actual knowledge to amend or supplement the Official Statement and will not distribute any such amendment or supplement without the prior written consent of the Underwriters. The Authority or GEDA will advise the Underwriters promptly of the institution of any proceedings actually known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the 2023 Bonds.

(w) Both at the time of acceptance hereof and as of the Preliminary Closing Date, except as otherwise disclosed in the Preliminary Official Statement or the Official Statement, there has been no material adverse change since September 30, 2021, in the financial position, results of operations or condition financial or otherwise of the Authority, other than changes in the ordinary course of business or in the normal operation of the Authority.

(x) Except to the extent disclosed in the Preliminary Official Statement and the Official Statement, the Authority has not failed during the previous five years to comply with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(y) The Authority has not defaulted in the payment of principal or interest on any of its debt obligations in the past five years.

(z) Prior to the Settlement Date, the Authority will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Authority.

6. Preliminary Closing. At [11:45 p.m.], Guam time on [____], 2022 ([9:45 a.m.], New York time, on [____], 2022), (the “Preliminary Closing Date”), or such other date and time as shall have been mutually agreed upon by the Authority and the Underwriters, the certificates, opinions and other documents required by Section 9 below shall be executed and delivered (all of the foregoing actions are herein referred to collectively as the “Preliminary Closing”). The Preliminary Closing shall take place electronically through the offices of Bond Counsel, or at such other location as shall be mutually agreed upon by the Authority and the Underwriters. Assuming the Preliminary Closing is completed in accordance with the provisions of this Forward Delivery Agreement then, subject to the provisions of this Forward Delivery Agreement, the Underwriters shall be obligated to purchase the 2023 Bonds and pay the Purchase Price therefor (and the Authority shall be obligated to issue and deliver such 2023 Bonds) at the Settlement.

7. Settlement.

(a) At [11:45 p.m.], Guam time on [____], 2023 ([9:45 a.m.], New York time, on [____], 2023), (the “Settlement Date”), (i) the Authority will, subject to the terms and conditions hereof, deliver the 2023 Bonds to DTC on behalf of the Underwriters in the form of one or more bonds for each maturity of the 2023 Bonds registered in the name of Cede & Co., duly executed and authenticated, and deliver or cause to be delivered to the Representative the other documents required by Section 11 hereof and (ii) the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay or cause to be paid the Purchase Price of the 2023 Bonds as set forth in Section 4 hereof by wire transfer in immediately available funds to the Co-Trustee (all of the foregoing described transactions are herein called the “Settlement”).

The Authority will have no obligation to issue, sell and deliver the 2023 Bonds if, because of a Change in Law, such issuance, sale and delivery would be illegal as to the Authority. “Change in Law” as used in this Forward Delivery Purchase Contract shall mean any of the following, which occur at any time after the Preliminary Closing Date and on or prior to the Settlement Date: (i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations or other pronouncements or interpretations by federal or state agencies, (ii) any legislation enacted by the Congress of the United States (if such enacted legislation has a proposed effective date which is on or before the Settlement Date), (iii) any law, rule or regulation proposed or enacted by any governmental body, department or agency (if

such enacted law, rule or regulation has a proposed effective date which is on or before the Settlement Date) or (iv) any judgment, ruling or order issued by any court or administrative body, which with respect to the foregoing clauses (i) through (iv) would, (A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) the Underwriters from (1) accepting delivery of and paying for the 2023 Bonds in accordance with the provisions of this Forward Delivery Purchase Contract or (2) selling the 2023 Bonds or beneficial ownership interests therein to the bona fide purchasers or, (B) as to the Authority, make illegal the issuance, sale or delivery of the 2023 Bonds (or have the retroactive effect of making illegal such issuance, sale or delivery, if enacted, adopted, passed or finalized); (C) eliminate the exclusion from gross income of interest on the 2023 Bonds (or have the retroactive effect of eliminating such exclusion if enacted, adopted, passed, or finalized); or (D) require the 2023 Bonds to be registered under the Securities Act of 1933, as amended or supplemented (the “1933 Act”) or under the Securities Exchange Act of 1934, as amended or supplemented (the “1934 Act”), or require the Indenture to be qualified under the Trust Indenture Act of 1939, as amended or supplemented (the “1939 Act”) (or have the retroactive effect of requiring such registration or qualification if enacted, adopted, passed or finalized); or (v) a stop order, ruling, regulation, or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the 2023 Bonds, is, or would be, in violation of any applicable provision of the 1933 Act, the 1934 Act or the 1939 Act. A Change of Law shall not include any enactment, proposal or recommendation having the effect of diminishing (rather than eliminating) the exclusion from gross income for federal income tax purposes of interest payable on state or local bonds.

8. Certain Conditions to the Underwriters’ Obligations. The Underwriters have entered into this Forward Delivery Agreement in reliance upon the representations and warranties of the Authority contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Preliminary Closing and the Settlement, and upon the performance by the Authority of its respective obligations hereunder, as of the date hereof, as of the Preliminary Closing Date and as of the Settlement Date. Accordingly, the Underwriters’ obligations under this Forward Delivery Agreement to purchase, to accept delivery of and to pay for the 2023 Bonds shall be conditioned upon the performance by the Authority of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to the Preliminary Closing and the Settlement, and shall also be subject to the following additional conditions:

(a) The representations and warranties of the Authority contained herein shall be true and correct on the date hereof, on the Preliminary Closing Date and on the Settlement Date;

(b) Both at the time of the Preliminary Closing and the Settlement, this Forward Delivery Agreement and, at the time of the Settlement only, the Legal Documents, shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any manner which will adversely affect (i) the ability of the Authority to issue the 2023 Bonds or perform its obligations thereunder or under this Forward Delivery Agreement, or (ii) the security for the 2023 Bonds; and

(c) At the time of the Preliminary Closing, the Official Statement shall not have been supplemented or amended except pursuant to the provisions of this Forward Delivery Purchase Contract; and at the time of the Settlement, the Updated Official Statement shall not have been supplemented or amended except pursuant to the provisions of this Forward Delivery Purchase Contract; and

9. Preliminary Closing Conditions.

(1) At or prior to the Preliminary Closing the Underwriters shall receive the following: The Official Statement executed by an authorized official of the Authority;

(2) A certification by the Guam Compiler of Laws dated the Preliminary Closing Date attaching a full, true and correct copy of the Bond Act and including a statement to the effect that the Bond Act has not been amended or repealed and is in full force and effect;

(3) A letter, dated the Preliminary Closing Date and addressed to the Underwriters, of Bond Counsel, in substantially the form attached hereto as Exhibit A;

(4) A supplemental opinion, dated the Preliminary Closing Date and addressed to the Underwriters, of Bond Counsel in substantially the form attached hereto as Exhibit B.

(5) An opinion of counsel to the Authority, dated the Preliminary Closing Date and addressed to the Underwriters singularly or together, to the effect that: (A) the Authority is on the Preliminary Closing Date a public corporation and an autonomous instrumentality of the Government of Guam and pursuant to the Act, the Bond Act, the GIAA Resolution and the GEDA Resolution, has full legal right, power and authority to enter into this Forward Delivery Purchase Contract and the Continuing Disclosure Agreement, and perform its obligations under this Forward Delivery Purchase Contract, the General Indenture and the Legal Documents, to authorize, issue and sell the 2023 Bonds, to collect and enforce the collection of Revenues and to carry out and consummate all transactions required of it as contemplated by this Forward Delivery Purchase Contract, the General Indenture and the Legal Documents; (B) the GIAA Resolution was duly adopted on _____, 2022, at a regular meeting of the Board of GIAA duly called for such purpose and has not been amended or repealed; (C) this Forward Delivery Purchase Contract, the Indenture and the Escrow Agreement have each been duly authorized, executed and delivered by, and, assuming due execution and delivery by and validity against the other parties to such agreements, each constitutes a valid and legal obligation of, the Authority, except that the rights and obligations thereunder may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases, and except that no opinion need be expressed with respect to any

indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), choice of law, choice of forum, choice of venue, waiver or severability provisions contained in such agreements; (D) the execution and delivery of the Legal Documents and this Forward Delivery Purchase Contract, and the consummation of the transactions contemplated hereby and thereby, and the compliance with the provisions thereof and hereof, will not conflict with or constitute on the part of the Authority a breach of or a default under any existing law, administrative regulation, court order or consent decree of the Government of Guam or any department, division, agency or instrumentality of the United States to which the Authority is subject, or any agreement, resolution or instrument to which the Authority is a party or may otherwise be subject; (E) all approvals, consents or orders of any governmental authority, board, agency or commission having jurisdiction the obtaining of which would constitute a condition precedent to the performance by the Authority of its obligations under this Forward Delivery Purchase Contract, the General Indenture, the Legal Documents or the 2023 Bonds and which can reasonably be obtained by the time of Preliminary Closing have been obtained; (F) other than as disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation or proceeding, pending (with service of process having been received by the Authority or otherwise known to such counsel) or, to the knowledge of such counsel, threatened (either in local or Federal courts in Guam): (a) to restrain or enjoin the execution or delivery of the 2023 Bonds or the general collection of Revenues; (b) in any way contesting or affecting the existence of the Authority or the title of any official of the Authority to such person's office; (c) seeking to restrain or to enjoin the issuance, sale or delivery of the 2023 Bonds, or the collection of Revenues of the Authority pledged or to be pledged to pay the principal of and interest or premium, if any, on the 2023 Bonds, or the pledge thereof; or (d) in any way contesting or affecting the validity or enforceability of the 2023 Bonds, the General Indenture, the Legal Documents or this Forward Delivery Purchase Contract, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the Authority or its authority with respect to the 2023 Bonds, the General Indenture, the Legal Documents or this Forward Delivery Purchase Contract; (G) as of the date of the Official Statement and as of the Preliminary Closing Date, the statements contained in the Official Statement under the captions "AGREEMENTS FOR USE OF AIRPORT FACILITIES - Passenger Terminal Building Concessions and Revenue Arrangements - Duty Free Concessions," and "LITIGATION" are accurate in all material respects; and (H) without passing upon or assuming any responsibility for the accuracy (except as and to the extent stated in section (G) above), completeness and fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement or any other offering material relating to the 2023 Bonds, and making no representation that it has independently verified the accuracy, completeness or fairness of any such statements, counsel to the Authority has no reason to believe that either the Preliminary Official Statement, as of its date and as of the date hereof, or the Official Statement, as of its date and as of the Preliminary Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to

state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the formula for calculating rates, rents and fees, the financial statements and other financial and statistical data included in the Preliminary Official Statement and the Official Statement and the Appendices thereto, and the Report of the Airport Consultant, as to which no view need be expressed).

(6) An opinion of counsel to GEDA, dated the Preliminary Closing Date and addressed to the Underwriters and the Authority, to the effect that: (i) the GEDA Resolution was duly adopted at a regular meeting of GEDA duly called and has not been amended or repealed; and (ii) there is no litigation or proceeding pending (with service of process having been received by GEDA or otherwise known to such counsel) or, to the knowledge of such counsel, threatened (in local or Federal courts on Guam) against GEDA in any way affecting the existence of GEDA, the title of any official of GEDA to such person's office, or seeking to restrain or to enjoin the issuance, sale or delivery of the 2023 Bonds or in any way contesting or affecting the validity or enforceability of the 2023 Bonds or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of GEDA or its authority with respect to the 2023 Bonds.

(7) An opinion of Underwriters' Counsel, dated the Preliminary Closing Date and addressed to the Underwriters, attached hereto as Exhibit C.

(8) A certificate of the Trustee dated the Preliminary Closing Date and signed by a duly authorized officer of the Trustee, in form and substance satisfactory to the Representative, to the effect that no litigation is pending or, to the best of such officer's knowledge, threatened (in territorial, state or federal courts) to restrain or enjoin the authentication or delivery of the 2023 Bonds or to restrain or enjoin the Trustee from performing its obligations under the Indenture;

(9) The opinion of counsel to the Trustee, dated the Preliminary Closing Date and addressed to the Underwriters and the Authority, to the effect that: (i) the Trustee has been duly organized and is validly existing and in good standing under the laws of Guam with full corporate power to undertake the trusts of the Indenture; (ii) the Trustee has duly authorized, executed and delivered the Indenture and by all proper corporate action has authorized the acceptance of the trusts of the Indenture; (iii) assuming the corporate power and legal authority of, and the due authorization, execution and delivery of the Sixth Supplemental Indenture by, the Authority and the Co-Trustee, the Indenture constitutes a valid and binding agreement of the Trustee enforceable against the Trustee in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally; (iv) no authorization, approval, consent or other order of any governmental agency or, to such counsel's knowledge after due investigation, any other person or corporation is required for the valid authorization, execution and delivery of the Sixth Supplemental Indenture by the Trustee (except

that such counsel need express no view as to federal or state securities laws); and (v) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body known to counsel to the Trustee to be pending or threatened against or affecting the Trustee to restrain or enjoin the Trustee's participation in, or in any way contesting the powers of the Trustee with respect to, the transactions contemplated by the 2023 Bonds, the Indenture or any other agreement, document, or certificate related to such transactions;

(10) A certificate of the Co-Trustee (in its capacities as Co-Trustee and Escrow Agent) dated the Closing Date and signed by a duly authorized officer of the Co-Trustee, in form and substance satisfactory to the Underwriters, to the effect that no litigation is pending or, to the best of such officer's knowledge, threatened (in Guam, state or Federal courts) to restrain or enjoin the authentication or delivery of the 2023 Bonds or to restrain or enjoin the Co-Trustee from performing its obligations under the Indenture or the Escrow Agreement;

(11) The opinion of counsel to the Co-Trustee, dated the Preliminary Closing Date and addressed to the Underwriters and the Authority, to the effect that: (i) the Co-Trustee has been duly organized as a national banking association and is validly existing and in good standing under the laws of the United States of America with all requisite corporate power to undertake the trusts of the Indenture; (ii) the Co-Trustee has duly authorized, executed and delivered the Sixth Supplemental Indenture and the Escrow Agreement and has taken all necessary corporate action to authorize the execution and delivery of the Sixth Supplemental Indenture and the Escrow Agreement and the performance of its obligations thereunder and under the Indenture; (iii) assuming the corporate power and legal authority of, and the due authorization, execution and delivery of, the Indenture by the Authority and the Trustee, and the Escrow Agreement by the Authority, the Indenture and the Escrow Agreement constitute valid and binding agreements of the Co-Trustee enforceable against the Co-Trustee in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally; (iv) the 2023 Bonds have been validly authenticated by the Co-Trustee in its capacity as Registrar under the Indenture; (v) to the best knowledge of such counsel, no authorization, approval, consent or other order of any governmental agency or any other person or corporation is required for the valid authorization, execution and delivery of the Sixth Supplemental Indenture and the Escrow Agreement by the Co-Trustee or the authentication of the 2023 Bonds (except that such counsel need express no view as to federal or state securities laws); and (vi) there is no litigation pending against the Co-Trustee or to the best knowledge of such counsel, threatened against or affecting the Co-Trustee to restrain or enjoin the Co-Trustee's participation in, or in any way contesting the powers of the Co-Trustee with respect to, the transactions contemplated by the 2023 Bonds, the Indenture, the Escrow Agreement, or any other agreement, document, or certificate related to such transactions;

(12) Evidence satisfactory to the Underwriters that 2023 Bonds are rated, at the time of the Preliminary Closing, “[]” by Moody’s;

(13) A form of tax certificate to be executed by the Authority in form and substance acceptable to Bond Counsel and the Underwriters;

(14) A certificate dated the Preliminary Closing Date and signed by an authorized official of the Authority to the effect that: (i) the representations, warranties and covenants of the Authority contained herein are true and correct in all material respects on and as of the Preliminary Closing Date with the same effect as if made on the Preliminary Closing Date; (ii) no event materially adversely affecting the Authority has occurred since the date of the Official Statement; (iii) the Preliminary Official Statement, as of its date and as of the date hereof (excluding any information permitted to be omitted pursuant to Rule 15c2-12), and the Official Statement, as of its date and as of the Preliminary Closing Date, did not and does not contain any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (iv) the Authority has complied with this Forward Delivery Purchase Contract and has satisfied all the conditions on its part herein to be performed or satisfied at or prior to the Preliminary Closing; and (v) there is no litigation or proceeding pending or, to the knowledge of the Authority, threatened and having merit (in Guam, state, or Federal courts) (A) to restrain or enjoin the execution or delivery of the 2023 Bonds or the general collection of Revenues, or (B) in any way contesting or affecting the existence of the Authority or the title of any official of the Authority to such person’s office, or seeking to restrain or to enjoin the issuance, sale or delivery of the 2023 Bonds, or the pledge of Revenues or in any way contesting or affecting the validity or enforceability of the 2023 Bonds, the Indenture, the Authorizing Instruments, the Continuing Disclosure Agreement, or this Forward Delivery Purchase Contract, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the Authority or its authority with respect to the 2023 Bonds, the Authorizing Instruments, the Indenture, the Continuing Disclosure Agreement or this Forward Delivery Purchase Contract.

(15) A certificate dated the Preliminary Closing Date and signed by an authorized official of GEDA to the effect that Appendix A to the Preliminary Official Statement, as of its date and as of the date hereof, and Appendix A to the Official Statement, as of its date and as of the Preliminary Closing Date, did not and does not contain any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(16) A letter addressed to the Authority from Ernst & Young LLP, independent certified public accountants, in form and substance satisfactory to the Underwriters and their counsel and dated not later than the Preliminary Closing date to the effect that, as of the date of such letter, they are independent certified

public accountants within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

(17) Certified copy of the GIAA Resolution.

(18) Certified copy of the GEDA Resolution.

(19) An executed copy of the Sixth Supplemental Indenture delivered by the Authority, the Trustee, and the Co-Trustee, together with a true and correct copy of the General Indenture.

(20) An executed copy of the Escrow Agreement.

(21) A written report prepared by [] (the “Verification Agent”), verifying the mathematical accuracy of the mathematical computations relating to the sufficiency of the uninvested cash to pay the principal of and interest on the 2013 Bonds through and including their redemption dates pursuant to the Escrow Agreement.

(22) A letter addressed to the Authority from InterVISTAS (the “Airport Consultant”) dated not later than the Preliminary Closing Date to the effect that the Airport Consultant consents to (A) the use and inclusion of the Report of the Airport Consultant dated [], 2022, included as Appendix D to the Preliminary Official Statement and the Official Statement; and (B) the references to such firm in the Preliminary Official Statement and the Official Statement.

(23) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Preliminary Closing, of the Authority’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Authority on or prior to the date of the Preliminary Closing of all the agreements then to be performed and conditions then to be satisfied by it.

10. Rights of Termination Prior to Preliminary Closing. The Representative, on behalf of the Underwriters, may terminate this Forward Delivery Purchase Contract, without liability therefor, by notification to the Authority if at any time on or after the acceptance by the Authority of this Forward Delivery Purchase Contract and on or prior to the Preliminary Closing any of the following events shall occur in the sole and reasonable judgment of the Representative:

(a) legislation shall be enacted by or introduced in the Congress of the United States (the “Congress”) or the legislature of the Government of Guam or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the Government of Guam or the United States Tax Court shall be rendered, or an order, ruling, regulation (final or temporary), by the Treasury Department of the United States or the Internal Revenue Service shall be made, the effect of any or all of which would be to

alter, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the 2023 Bonds as described in the Official Statement.

(b) any legislation, resolution, rule or regulation affecting the Authority of the 2023 Bonds shall be introduced in, considered by or be enacted by any governmental body, department or political subdivision of Guam, or a decision by any court of competent jurisdiction within Guam shall be rendered affecting the Authority or the 2023 Bonds which, in the reasonable judgment of the Representative, does or will materially adversely affect the market prices of the 2023 Bonds;

(c) legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final or temporary) made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the 2023 Bonds are not exempt from registration under the 1933 Act or that the Indenture is not exempt from qualification under the 1939 Act or that the issuance, offering or sale of obligations of the general character of the 2023 Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the applicable federal securities law as amended and then in effect.

(d) there shall have occurred: (i) any new material outbreak of hostilities (including, without limitation, an act of terrorism); (ii) the escalation of hostilities existing prior to the date hereof; or (iii) any other extraordinary event, material national or international calamity or crisis (including the material escalation of any existing material national or international calamity or crisis), any declaration of a national emergency, or any material adverse change in the financial, political or economic conditions, in each case materially adversely affecting the United States or the Authority.

(e) a general suspension of trading in securities on the New York Stock Exchange or any other national securities exchange, the establishment of minimum or maximum prices on any such national securities exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters).

(f) a general banking moratorium declared by federal, State or Government of Guam officials.

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriters, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement as of its date contains any untrue statement of material fact or omits to state a material fact therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) there shall have occurred since the date of this Forward Delivery Purchase Contract any materially adverse change in the affairs or financial condition of the Authority, except for changes which the Authority has disclosed in the Preliminary Official Statement and the Official Statement are expected to or may occur.

(i) there shall have occurred any downgrading or published negative credit watch from Moody's, which action reflects a change or significant likelihood or adverse change, in the ratings accorded any general revenue bonds of the Authority (including any rating to be accorded the 2023 Bonds).

(j) a material disruption in commercial banking or securities settlement, payment or clearance services shall have occurred.

11. Settlement Conditions.

(a) At or prior to the Settlement the Underwriters shall receive the following:

(1) An electronic copy of the Updated Official Statement and any supplement or amendment thereto, executed on behalf of the Authority by an authorized officer of the Authority;

(2) [additional certificates, if any, required for issuance of 2023 Bonds as Refunding Bonds under Indenture];

(3) An executed copy of the Continuing Disclosure Agreement delivered by the Authority;

(4) Certificates, dated the Settlement Date, of duly authorized officers of the Authority to the effect that the Authorizing Instruments are in full force and effect in the form existing as of the date of this Forward Delivery Purchase Contract and have not been amended, modified or supplemented since the Preliminary Closing Date, or if the same have been so amended, modified or supplemented, with certified copies of all such amendments, modifications and supplements and a certification that none of such amendments, modifications or supplements has a material adverse effect on the security for or source of payment of the 2023 Bonds or on the transactions contemplated by this Forward Delivery Purchase Contract;

(5) An opinion of counsel to GEDA, dated the Closing Date and addressed to the Underwriters and the Authority, to the effect that: (i) the GEDA Resolution was duly adopted at a regular meeting of GEDA duly called and has not been amended or repealed; and (ii) there is no litigation or proceeding pending (with service of process having been received by GEDA or otherwise known to such counsel) or, to the knowledge of such counsel, threatened (in local or Federal courts on Guam) against GEDA in any way affecting the existence of GEDA, the title of any official of GEDA to such person's office, or seeking to restrain or to enjoin the issuance, sale or delivery of the 2023 Bonds or in any way contesting or affecting the validity or enforceability of the 2023 Bonds or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official

Statement, or contesting the power of GEDA or its authority with respect to the 2023 Bonds.

(6) A supplemental opinion, dated the Settlement Date and addressed to the Underwriters of Bond Counsel, attached hereto as Exhibit D;

(7) An opinion of counsel to the Authority, dated the Settlement Date and addressed to the Underwriters singularly or together, to the effect that (a) the Continuing Disclosure Agreement has been duly authorized, executed and delivered, and, assuming due execution and delivery by and validity against the other parties to such agreements, each constitutes a valid and legal obligation of, the Authority, except that the rights and obligations thereunder may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases, and except that no opinion need be expressed with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), choice of law, choice of forum, choice of venue, waiver or severability provisions contained in such agreements and (b) as of the date of the Updated Official Statement, the statements contained in the Updated Official Statement under the captions "AGREEMENTS FOR USE OF AIRPORT FACILITIES - Passenger Terminal Building Concessions and Revenue Arrangements - Duty Free Concessions," and "LITIGATION" are accurate in all material respects; and without passing upon or assuming any responsibility for the accuracy (except as and to the extent stated above), completeness and fairness of any of the statements contained in the Updated Official Statement or any other offering material relating to the 2023 Bonds, and making no representation that it has independently verified the accuracy, completeness or fairness of any such statements, counsel to the Authority has no reason to believe that either the Updated Official Statement, as of its date and as of the date hereof, or the Updated Official Statement, as of its date and as of the Settlement Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the formula for calculating rates, rents and fees, the financial statements and other financial and statistical data included in the Updated Official Statement and the Appendices thereto, and the Report of the Airport Consultant, as to which no view need be expressed);

(8) A certificate dated the Settlement Date and signed by an authorized official of the Authority to the effect that: (i) the representations, warranties and covenants of the Authority contained herein are true and correct in all material respects on and as of the Settlement Date with the same effect as if made on the Settlement Date; (ii) no event materially adversely affecting the Authority has occurred since the date of the Updated Official Statement; (iii) the Updated Official Statement, as of its date and as of the Settlement Date, did not and does not contain any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under

which they were made, not misleading; (iv) the Authority has satisfied all the conditions on its part herein to be performed or satisfied at or prior to the Settlement Date (unless otherwise expressly waived by the Underwriters); and (v) there is no litigation or proceeding pending or, to the knowledge of the Authority, threatened and having merit (in Guam, state, or Federal courts) (A) to restrain or enjoin the execution or delivery of the 2023 Bonds or the general collection of Revenues, or (B) in any way contesting or affecting the existence of the Authority or the title of any official of the Authority to such person's office, or seeking to restrain or to enjoin the issuance, sale or delivery of the 2023 Bonds, or the pledge of Revenues or in any way contesting or affecting the validity or enforceability of the 2023 Bonds, the Indenture, the Authorizing Instruments, the Continuing Disclosure Agreement, or this Forward Delivery Agreement, or contesting in any way the completeness or accuracy of the Updated Official Statement, or contesting the power of the Authority or its authority with respect to the 2023 Bonds, the Authorizing Instruments, the Indenture, the Continuing Disclosure Agreement or this Forward Delivery Purchase Contract.

(9) A certificate dated the Settlement Date and signed by an authorized official of GEDA to the effect that Appendix A to the Updated Official Statement, as of its date and as of the Settlement Date, did not and does not contain any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(10) An opinion of Underwriters' Counsel, dated the Settlement Date, and addressed to the Underwriters, attached hereto as Exhibit E;

(11) The Letter of Representations or evidence of other appropriate arrangements with DTC;

(12) A tax certificate by the Authority in form and substance acceptable to Bond Counsel and the Underwriters;

(13) A defeasance opinion of Bond Counsel, dated the Settlement Date.

(14) If escrow investments are purchased in connection with the refunding of the 2013 Bonds, a supplement to the Verification Report dated the settlement Date, verifying the mathematical accuracy of the mathematical computations relating to the sufficiency of the cash and maturing principal of and interest on the escrow investments to pay the principal of and interest on the 2013 Bonds through and including their redemption dates;

(15) A letter addressed to the Authority from InterVISTAS (the "Airport Consultant") dated not later than the Settlement Date to the effect that the Airport Consultant consents to (A) the use and inclusion of the Report of the Airport Consultant dated [____], 2022, included as Appendix D to the Updated Official Statement; and (B) the references to such firm in the Updated Official Statement.

(16) A letter addressed to the Authority from Ernst & Young LLP, independent certified public accountants, in form and substance satisfactory to the Underwriters and their counsel and dated the date on or before the Settlement to the effect that, as of the date of such letter, (i) they are independent certified public accountants within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants; and (ii) they consent to the inclusion of their audit report in the financial statements of the Authority for the fiscal years ended September 30, 2022 and 2021 as Appendix C to the Updated Official Statement for the 2023 Bonds, and to all references to their firm included in the Updated Official Statement.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Settlement, of the Authority's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Authority on or prior to the date of the Settlement of all the agreements then to be performed and conditions then to be satisfied by it.

12. Rights of Termination After Preliminary Closing But Prior To Settlement.

The Underwriters may terminate this Forward Delivery Purchase Contract without liability therefor by notification to the Authority if at any time on or after Preliminary Closing and prior to Settlement: an event shall occur which makes untrue or incorrect in any material respect, as of its date, any statement or information contained in the Official Statement or Updated Official Statement or which is not reflected in the Official Statement or Updated Official Statement but should be reflected therein in order to make the statements contained therein in light of the circumstances under which they were made, not misleading in any material respect and, in either such event, (a) the Authority refuses to permit the Official Statement or Updated Official Statement, as the case may be, to be supplemented to supply such statement or information in a manner satisfactory to the Underwriters or (b) the effect of the Official Statement or Updated Official Statement, as so supplemented is, in the judgment of the Representative, to materially adversely affect the market price or marketability of the 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the 2023 Bonds; or

(a) as a result of any Change in Law, Bond Counsel notifies the Authority that it does not expect to be able to issue an opinion on the Settlement Date either (i) substantially in the form and to the effect set forth in Appendix F to the Official Statement or (ii) notwithstanding a Change in Law that prevents Bond Counsel from issuing an opinion substantially in the form and to the effect set forth in Appendix F to the Official Statement, substantially to the effect that interest on the 2023 Bonds is not subject to any then currently imposed federal income tax or personal income taxes imposed by the Authority;

(b) for any reason other than set forth in (b) above, Bond Counsel does not expect to be able to issue an opinion substantially in the form and to the effect set forth in Appendix F to the Official Statement;

(c) for any reason, including a Change in Law, the issuance, offering, or sale of the 2023 Bonds as contemplated by this Forward Delivery Purchase Contract or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the 1933 Act, the 1934 Act, or the 1939 Act;

(d) an Event of Default (as defined in the Indenture) has occurred and is continuing under the Indenture; or

(e) as of the Settlement Date, the 2023 Bonds are not rated (or any rating is suspended or withdrawn which results in the 2023 Bonds having no rating) by Moody's.

13. Fiduciary. The Authority acknowledges and agrees that: (a) with respect to the engagement of the Underwriters by the Authority, including in connection with the purchase, sale and offering of the 2023 Bonds, and the discussions, conferences, negotiations and undertakings in connection therewith, each of the Underwriters: (i) is and has been acting as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the Authority; and (ii) has not assumed an advisory or fiduciary responsibility in favor of the Authority (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority on other matters); (b) the Authority has consulted its own legal, accounting, tax, financial and other advisors to the extent it has deemed appropriate; and (c) this Forward Delivery Purchase Contract expresses the entire relationship between the parties hereto.

14. Expenses. The Authority shall pay or cause to be paid from the proceeds of the 2023 Bonds, the expenses incident to the performance of its obligations hereunder, including, but not limited to: (a) the fees and disbursements of the Trustee, and of the Co-Trustee, in connection with the issuance of the 2023 Bonds; (b) the fees and disbursements of Bond Counsel, General Counsel to the Authority, any verification agent and any other financial advisors, experts or consultants retained by the Authority in connection with the transactions contemplated hereby; (c) the cost of obtaining ratings on the 2023 Bonds; (d) the cost of preparing and printing the Preliminary Official Statement and the Official Statement; (e) the cost of preparing the investor road show in connection with the marketing and sale of the 2023 Bonds; (f) any costs of the Authority, GEDA or the Government of Guam in connection with the negotiation, marketing, sale, issuance and delivery of the 2023 Bonds; and (g) the costs of meals, lodging and travel arrangements for the Authority, GEDA and the Government of Guam representatives in connection with the negotiation, marketing, sale, issuance and delivery of the 2023 Bonds.

As a convenience to the Authority, the Underwriters may, from time to time, make arrangements for certain items and advance certain costs for which the Authority is responsible hereunder, such as printing of the Preliminary Official Statement and Official Statement, meals, lodging and travel arrangements for Authority representatives, in connection with the negotiation, marketing, sale, issuance and delivery of the 2023 Bonds for which it will be reimbursed from the proceeds of the 2023 Bonds.

The Underwriters shall pay the cost of delivering the purchase price of the 2023 Bonds in immediately available federal funds, the cost of their counsel and all other expenses they incur in connection with their public offering and distribution of the 2023 Bonds.

15. Notice. Any notice or other communication to be given to the Authority under this Forward Delivery Purchase Contract may be given by delivering the same in writing to A.B. Won Pat International Airport Authority, Guam, 355 Chalan Pasaheru, Tamuning, Guam 96913, Attention: Executive Manager, with a copy to its General Counsel; and any notice or other communication to be given to the Underwriters under this Forward Delivery Purchase Contract may be given by delivering the same in writing to Barclays Capital Inc., Attn: Sean Keatts, Director, 701 Fifth Avenue, Suite 4200, Seattle, Washington 98104, as Representative.

16. Indemnification.

(a) To the fullest extent permitted by applicable law, the Authority agrees to indemnify and hold harmless the Underwriters and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Underwriters and their directors, officers, agents, and employees against any and all losses, claims, damages, liabilities, and expenses arising out of a breach of any of the Authority's material representations included in this Forward Delivery Purchase Contract (including a breach the result of which would require in connection with a public offering of the 2023 Bonds any security to be registered under the Securities Act or any indenture to be qualified under the Trust Indenture Act) or any material statement or information in the Preliminary Official Statement or in the Official Statement (excluding therefrom the information under the headings "UNDERWRITING," "APPENDIX D - REPORT OF THE AIRPORT CONSULTANT," and "TAX MATTERS"; and the information about the investment agreement provider, ratings, rating agencies, and DTC and its book-entry system and the information in the appendices to the Preliminary Official Statement and the Official Statement) that is untrue or incorrect in any material respect, or any material omission of any statement or information under the foregoing headings in the Preliminary Official Statement or the Official Statement which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Authority may otherwise have.

The Underwriters will indemnify and hold harmless the Authority, each of its members, directors, officers and employees, and each person who controls the Authority within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Authority to the Underwriters, but only with reference to written information relating to the Underwriters furnished by them specifically for use in the preparation of the Preliminary Official Statement or the Official Statement. This indemnity agreement will be in addition to any liability which the Underwriters may otherwise have. The Authority acknowledges that the statements under the caption "UNDERWRITING" in the Preliminary Official Statement and the Official Statement constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the Preliminary Official Statement and the Official Statement.

(b) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting

forth the particulars of such claim or action and the indemnifying party shall assume the defense thereof, including the retaining of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment.

If the indemnification provided for in Section 16(a) is unenforceable or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages or liabilities (or actions in respect thereof). In the case of the Authority and the Underwriters, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Authority, on the one hand, and the Underwriters, on the other, from the sale of the 2023 Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Authority, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Authority, on the one hand, and the Underwriters, on the other, shall be deemed to be in the same proportion as the total proceeds of the sale of the 2023 Bonds paid to the Authority pursuant to Section 1 hereof (before deducting expenses) bear to the underwriting discount received by the Underwriters (the difference between the initial public offering price for the 2023 Bonds appearing on the cover page of the Official Statement and the price to be paid therefor by the Underwriters as set forth therein under the caption "UNDERWRITING"). The relative fault shall be determined by reference to, among other things, whether the untrue statement of a material fact or the omission of a material fact relates to information supplied by the Authority or the Underwriters and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The Authority and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection were determined by pro

rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriters shall not be required to contribute an amount in excess of the amount by which such initial public offering price exceeds the Underwriters' discount of purchase of the 2023 Bonds pursuant to this Forward Delivery Purchase Contract. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

17. Entire Agreement. This Forward Delivery Purchase Contract shall constitute the entire agreement between the Authority and the Underwriters and is made solely for the benefit of the Authority and the Underwriters (including any successor or assignee of any of the Underwriters). This Forward Delivery Purchase Contract shall become effective when accepted by the Authority and GEDA in writing as heretofore specified, and may not be amended or modified except in a writing signed by the Authority and the Underwriters. No other person shall acquire or have any right hereunder by virtue hereof. All the Authority's representations, warranties and agreements in this Forward Delivery Purchase Contract shall remain operative and in full force and effect, regardless of: (a) any investigation made by or on behalf of the Underwriters; (b) delivery of and payment for the 2023 Bonds hereunder; and (c) any termination of this Forward Delivery Purchase Contract.

18. Governing Law. The validity, interpretation and performance of this Forward Delivery Purchase Contract shall be governed by the laws of the State of New York, except that the authorization, execution and delivery by the Authority and GEDA of this Forward Delivery Purchase Contract and the Authority's obligations hereunder shall be governed by the laws of Guam.

19. Severability. If any one or more of the provisions of this Forward Delivery Purchase Contract are declared by a court of competent jurisdiction to be contrary to law, then such provision shall be deemed separable from, and shall in no way affect the validity of, any of the other provisions in this Forward Delivery Purchase Contract.

20. Counterparts. This Forward Delivery Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

THE UNDERWRITERS:

BARCLAYS CAPITAL INC., on behalf of
itself and MORGAN STANLEY & CO. LLC

Sean Keatts, Director

Accepted and agreed to as of the date first above written:

THE AUTHORITY:

A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

**GUAM ECONOMIC DEVELOPMENT
AUTHORITY:**

[Signature Page to Forward Delivery Purchase Contract]

APPENDIX A

DESCRIPTION OF CERTAIN TERMS OF THE 2023 BONDS

Aggregate Principal Amount:	\$
Less Underwriters' Discount:	
Aggregate Purchase Price:	<u>\$</u>

Maturity Dates and Interest Rates:

<u>Due</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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Interest Payment Dates:

Interest on the 2023 Bonds shall be payable commencing October 1, 202_, and semiannually thereafter on each April 1 and October 1, to their respective dates of maturity or prior redemption, whichever occurs first.

Redemption Provisions:

Extraordinary Optional Redemption. The Indenture provides that the Authority shall have the right, on any date, to redeem the 2023 Bonds, as a whole, or in part pro rata within a maturity, so that the reduction in Annual Debt Service for the 2023 Bonds for each Bond Year after such redemption date shall be as nearly proportional as practicable, from and to the extent of proceeds received by the Authority due to a governmental taking of the Airport or portions thereof by eminent domain proceedings, if such amounts are not used for additions, improvements or extensions to the Airport, under the circumstances and upon the conditions and terms set forth in

the Indenture, at the principal amount thereof to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium.

Optional Redemption. The 2023 Bonds maturing on or after October 1, 203_, are subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available moneys, on any date on or after October 1, 2031, as a whole, or in part by such maturities or Mandatory Sinking Account Payment as shall be determined by the Authority (or pro rata within a maturity in the absence of such a determination), at a Redemption Price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The 2023 Bonds maturing on October 1, 203_ (the “203_ Term Bonds”) are subject to redemption prior to their stated maturity in part, pro rata, from Mandatory Sinking Account Payments established for such maturity, upon payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium. Subject to the terms and conditions set forth in the Indenture, such 203_ Term Bonds shall be redeemed (or paid at maturity, as the case may be) by application of Mandatory Sinking Account Payments for such 203_ Term Bonds, in the amounts and on October 1 in the years set forth below:

Mandatory Sinking Account Payments for
203_ Term Bonds Due October 1, 203_

Year	Amount
------	--------

* Maturity

SCHEDULE I

**MATURITIES SUBJECT TO THE
HOLD THE OFFERING PRICE RULE**

<u>Due October 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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EXHIBIT A

Form of Letter of Bond Counsel (Preliminary Closing) [To Follow]

EXHIBIT B

Form of Supplemental Opinion of Bond Counsel (Preliminary Closing)

[To Follow]

EXHIBIT C

Form of Opinion of Underwriters' Counsel (Preliminary Closing)

[____], 2022

Barclays Capital Inc.
Seattle, Washington

Morgan Stanley
Los Angeles, California

Subject: \$[____] A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
General Revenue Bonds, 2023 Series A (AMT) (Forward Delivery)

Ladies and Gentlemen:

We have acted as your counsel in connection with your purchase of the above-referenced bonds (the "Bonds") pursuant to a Forward Delivery Bond Purchase Contract dated [____], 2022 (the "Agreement") between A.B. Won Pat International Airport Authority, Guam (the "Authority"), the Guam Economic Development Authority ("GEDA"), and you. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

In connection with such representation, we have participated in the preparation of or have reviewed the agreements, legal opinions, certificates and other documents delivered to you pursuant to Section [9(a)] of the Agreement. We have conferred with your representatives, representatives of the Authority, the Government of Guam, GEDA, the Guam Bureau of Budget and Management Research, Bond Counsel, Transportation Management Group, InterVISTAS Consulting, Inc., and Montague DeRose and Associates, LLC. We also have examined originals, executed counterparts or copies of such other agreements, legal opinions, documents, proceedings, records, instruments, certificates, certificates of public authorities and have reviewed such matters of law as we have deemed necessary for the purpose of providing this letter.

In rendering the opinions in the paragraph immediately below and providing the limited assurances hereinafter expressed, we have relied upon and assumed, with your permission and without independent investigation or verification, (i) the genuineness of all signatures on documents reviewed by us, (ii) the legal capacity of all natural persons, (iii) the authenticity and accuracy of all documents whether originals or copies, (iv) the due authorization, execution and validity of the agreements, documents, certificates executed and delivered in connection with the Bonds, and their enforceability in accordance with their terms against the other parties thereto, and (v) the correctness of the legal opinions executed and delivered in connection with the Bonds. We have also relied without further verification or confirmation upon the representations contained in agreements, documents, certificates and other communications from officials, employees or agents of the Authority, GEDA, and other public officials.

Based on the foregoing and subject to the assumptions, qualifications, limitations and expectations set forth in this letter, we are of the opinion that, assuming no change in applicable law, the Bonds, if issued, will be exempt from registration under the Securities Act of 1933, as amended, and that the Indenture, including as supplemented by the Sixth Supplemental Indenture dated as of [____] 2022, is exempt from qualification under the Trust Indenture Act of 1939, as amended.

We are also of the opinion that the Continuing Disclosure Agreement, if and when executed and delivered, will meet with the requirements of paragraph (b)(5) of Rule 15c2-12 in effect as of the date hereof.

Without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement dated as of [____], 2022 (the "Official Statement") and subject to the foregoing, during the course of our work on this matter, we advise you as a matter of fact and not opinion that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Official

Statement contained as of its date and as of the date of the Agreement (excluding any information permitted to be omitted pursuant to Rule 15c2-12), and the Official Statement contained as of its date and contains as of the date hereof, any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness, or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, CUSIP numbers, demographic information, information concerning The Depository Trust Company and the book-entry system, ratings, information concerning the report of the Airport Consultant, and statements contained under the caption "TAX MATTERS" contained or incorporated by reference in the Preliminary Official Statement or the Official Statement, and their Appendices, which we expressly exclude from the scope of this paragraph. Please be advised that with respect to the "CONTINUING DISCLOSURE" section of the Preliminary Official Statement and the Official Statement, our negative assurance is based solely on discussion with your representatives related to third-party compliance reports, without our having undertaken to either review applicable undertakings or the actual filings that were made.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

EXHIBIT D

Form of Supplemental Opinion of Bond Counsel (Settlement)

[To Follow]

EXHIBIT E

Form of Opinion of Underwriters' Counsel (Settlement)

[], 2023

Barclays Capital Inc.
Seattle, Washington

Morgan Stanley
Los Angeles, California

Subject: \$[] A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
General Revenue Bonds, 2023 Series A (AMT) (Forward Delivery)

Ladies and Gentlemen:

We have acted as your counsel in connection with your purchase of the above-referenced bonds (the "Bonds") pursuant to a Forward Delivery Bond Purchase Agreement dated [], 2022 (the "Agreement") between A.B. Won Pat International Airport Authority, Guam (the "Authority"), the Guam Economic Development Authority ("GEDA"), and you. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

In connection with such representation, we have participated in the preparation of or have reviewed the agreements, legal opinions, certificates and other documents delivered to you pursuant to Section [11(a)] of the Agreement. We have conferred with your representatives, representatives of the Authority, the Government of Guam, GEDA, the Guam Bureau of Budget and Management Research, Bond Counsel, Transportation Management Group, InterVISTAS Consulting, Inc., and Montague DeRose and Associates, LLC. We also have examined originals, executed counterparts or copies of such other agreements, legal opinions, documents, proceedings, records, instruments, certificates, certificates of public authorities and have reviewed such matters of law as we have deemed necessary for the purpose of providing this letter.

In rendering the opinions in the paragraph immediately below and providing the limited assurances hereinafter expressed, we have relied upon and assumed, with your permission and without independent investigation or verification, (i) the genuineness of all signatures on documents reviewed by us, (ii) the legal capacity of all natural persons, (iii) the authenticity and accuracy of all documents whether originals or copies, (iv) the due authorization, execution and validity of the agreements, documents, certificates executed and delivered in connection with the Bonds, and their enforceability in accordance with their terms against the other parties thereto, and (v) the correctness of the legal opinions executed and delivered in connection with the Bonds. We have also relied without further verification or confirmation upon the representations contained in agreements, documents, certificates and other communications from officials, employees or agents of the Authority, GEDA, and other public officials.

Based on the foregoing and subject to the assumptions, qualifications, limitations and expectations set forth in this letter, we are of the opinion that, under existing law, the Bonds are exempt from registration under the Securities Act of 1933, as amended, and that the Indenture, including as supplemented by the Sixth Supplemental Indenture dated as of August 1, 2022, is exempt from qualification under the Trust Indenture Act of 1939, as amended.

We are also of the opinion that the Continuing Disclosure Agreement meets with the requirements of paragraph (b)(5) of Rule 15c2-12 in effect as of the date hereof.

Without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Updated Official Statement, and subject to the foregoing, during the course of our work on this matter, we advise you as a matter of fact and not opinion that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Updated Official Statement contained as of its date and contains as of the date hereof, any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness, or fairness of the statements contained in the Updated Official Statement,

nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, CUSIP numbers, demographic information, information concerning The Depository Trust Company and the book-entry system, ratings, information concerning the report of the Airport Consultant, and statements contained under the caption "TAX MATTERS" contained or incorporated by reference in the Updated Official Statement, and its Appendices, which we expressly exclude from the scope of this paragraph. Please be advised that with respect to the "CONTINUING DISCLOSURE" section of the Updated Official Statement, our negative assurance is based solely on discussion with your representatives related to third-party compliance reports, without our having undertaken to either review applicable undertakings or the actual filings that were made.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

EXHIBIT F

Form of Issue Price Certificate

[To Follow]

ESCROW AGREEMENT

by and between the

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM

and

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

relating to the refunding of:

\$_____ principal amount of
GUAM INTERNATIONAL AIRPORT AUTHORITY
General Revenue Bonds, 2013 Series C

Dated as of August 1, 2022

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of August 1, 2022 (the “Escrow Agreement”), is by and between the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM (the “Authority”), a duly organized public corporation and autonomous instrumentality of the government of Guam, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (successor-in-interest to U.S. Bank National Association), a national banking association organized and existing under the laws of the United States of America and qualified to accept and administer the duties of the Escrow Agent (as defined herein) hereby created, as Co-Trustee under the Indenture hereinafter identified and acting as escrow agent hereunder (in both such capacities, the “Escrow Agent”).

WITNESSETH:

WHEREAS, the \$_____ A.B. Won Pat International Airport Authority, Guam, General Revenue Bonds, 2023 Series A (Forward Delivery) (the “Refunding Bonds”) are being issued pursuant to an indenture, dated as of September 1, 2003, by and between the Authority and Bank of Guam, as successor trustee (the “Trustee”) (the “General Indenture”), as previously supplemented and amended, as further supplemented and amended by a Sixth Supplemental Indenture, dated as of August 1, 2022 (collectively, the “Indenture”) by and among the Authority, the Trustee and the Co-Trustee;

WHEREAS, the Refunding Bonds are being issued for the purpose, among others, of providing moneys to refund and redeem or pay upon the maturity thereof the outstanding Guam International Airport Authority General Revenue Bonds, 2013 Series C (the “2013 Series C Bonds”) previously issued by the Authority, which are currently outstanding in the aggregate principal amount of \$_____ (the “Refunded Bonds”);

WHEREAS, to accomplish the defeasance of the Refunded Bonds in accordance with Article X of the Indenture, the Authority will deposit, or cause to be deposited, a portion of the proceeds of the Refunding Bonds and certain moneys on deposit in the funds and accounts established pursuant to the Indenture with the Escrow Agent in accordance with this Escrow Agreement; and

WHEREAS, the Authority has approved the issuance, sale and delivery of the Refunding Bonds and the deposit of the proceeds thereof and such other moneys as set forth in this Escrow Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated as the “Guam International Airport Authority General Revenue Bonds, 2013 Series C Escrow Fund” (the “Escrow Fund”), to be held in the custody of the Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Refunded Bonds. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged to meet the payment requirements

set forth in Schedule I attached hereto and made a part hereof, subject to the provisions of Sections 5 and 7 hereof.

SECTION 2. Deposit to the Escrow Fund.

(a) On the date of issuance and delivery of the Refunding Bonds (the "Closing Date"), the Authority shall deposit, or cause to be deposited, with the Escrow Agent for deposit in the Escrow Fund the sum of \$_____, constituting proceeds of the Refunding Bonds. The Authority hereby deems the moneys deposited in the Escrow Fund to have been deposited with the Trustee for purposes of Article X of the Indenture.

(b) The Escrow Agent shall, on the same date, apply a portion of such amount, \$_____, to purchase certain noncallable securities and investments, all as set forth in Schedule II attached hereto and made a part hereof (the "Escrowed Securities"), which securities the Authority represents are Eligible Securities permitted under the Indenture for purposes of defeasing the Refunded Bonds, maturing on the dates and in the amounts necessary, together with other amounts on deposit in the Escrow Fund, to make the payments described in Section 5. The remaining amount in the Escrow Fund not so applied to purchase such Escrowed Securities, being at least \$_____, shall be held in the Escrow Fund as uninvested cash.

For purposes of this Escrow Agreement, the term "Eligible Securities" means noncallable Federal Securities described in the definition thereof in the Indenture.

SECTION 3. Investment of Portion of Escrow Fund. The Escrow Agent shall apply the amounts held as uninvested cash pursuant to Section 2(b) as needed to make the payments and transfers required by this Escrow Agreement, but otherwise shall have no power or duty to sell, transfer or otherwise dispose of the cash held under the terms of this Escrow Agreement.

The Escrow Agent will purchase the Escrowed Securities in the name of the Escrow Agent as provided in Section 2(b) above and will hold such Escrowed Securities and any earnings received thereon in the Escrow Fund and disburse such amounts as provided herein. The Escrow Agent shall collect amounts due and shall apply such amounts as needed to make the payments and transfers required by this Escrow Agreement, but otherwise shall have no power or duty to sell, transfer or otherwise dispose of the Escrowed Securities or cash held under the terms of this Escrow Agreement.

In the event that at any time the Authority is of the opinion that for purposes of Section 13 it is necessary to restrict or limit the yield on the investment of any moneys held by the Escrow Agent pursuant to this Escrow Agreement, the Authority shall instruct the Escrow Agent in writing, and the Escrow Agent shall take such action as it may be directed in accordance with such instructions; provided, however, that no such action shall impair the ability of the Escrow Agent to apply necessary amounts in the Escrow Fund for the purposes set forth in Section 5 below.

Notwithstanding anything to the contrary herein, there shall be no substitution of securities held in or for the Escrow Fund affecting the 2013 Series C Bonds maturing on October 1, 20__ and bearing interest at a rate of _____% per annum and the 2013 Series C

Bonds maturing October 1, 20__ and bearing interest at a rate of _____% per annum (the “Insured 2013 Bonds”) without the prior written consent (which shall not be unreasonably withheld) of the 2013 Bond Insurer (as such term is defined in the Indenture). Any communications to the 2013 Bond Insurer shall be provided at the address set forth in Section 21 hereof.

SECTION 4. Creation of Lien on Escrow Fund. The Escrow Fund shall be irrevocable, and the Escrow Agent is hereby appointed to act for the benefit of the holders of the Refunded Bonds, which holders are hereby granted an exclusive lien on the respective account of the Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 5 below. The Escrow Agent shall hold such moneys for the sole benefit of the holders of the Refunded Bonds separate and apart from, and not commingled with, any other moneys or investments.

SECTION 5. Use of Escrow Fund. The Escrow Agent shall apply amounts in the applicable account of the Escrow Fund at such times and in such amounts as is necessary to transfer to the paying agent for the Refunded Bonds amounts to pay for maturing Refunded Bonds and Refunded Bonds called for redemption as well as interest due according to Schedule I attached hereto.

SECTION 6. Notice of Redemption. The Authority hereby confirms its irrevocable instruction to the Escrow Agent to give such notice of redemption in substantially the form attached as Appendix A on such date or dates as required by Section 4.03 of the Indenture.

SECTION 7. Transfer of Excess Funds.

(a) Interest income and other amounts received by the Escrow Agent as payments on the Escrowed Securities shall be held as part of the applicable account of the Escrow Fund to be used for the purposes set forth in Section 5 of this Escrow Agreement and shall be held uninvested.

(b) If the Escrow Agent receives a report of a certified public accountant or firm of certified public accountants acceptable to the Authority to the effect that the money and investments in an account of the Escrow Fund, including earnings thereon, will be in excess of the amount necessary to pay all of the Refunded Bonds when due by reason of maturity or optional redemption, and an opinion of nationally recognized bond counsel that the transfer described in this sentence is permitted by law and will not affect the exclusion from gross income of interest on such Refunded Bonds or the Refunding Bonds for federal income tax purposes, the Escrow Agent shall, upon written direction of the Authority, transfer the amount of such excess to or upon the direction of Authority.

SECTION 8. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof.

(b) The Escrow Agent shall have no lien whatsoever on the Escrow Fund or moneys on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

(c) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Fund or Escrowed Securities purchased at the direction of the Authority to pay the principal of and premium, if any, and interest on the Refunded Bonds.

(d) In the event of the Escrow Agent's failure to account for any of the Escrow Fund or moneys received by it, said Escrow Fund or moneys shall, nevertheless, be and remain in trust for the holders of the Refunded Bonds or portions thereof, as herein provided.

(e) The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.

(f) The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected as stated in this Escrow Agreement, in acting, or refraining from acting, upon written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(g) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Escrow Agreement.

(h) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Authority) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(i) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein, in the Indenture or in the Refunding Bonds.

(j) The Escrow Agent may become the owner of, or acquire any interest in, any of the Refunding Bonds with the same rights that it would have if it were not the Escrow Agent and may engage or be interested in any financial or other transaction with the Authority.

(k) The Escrow Agent shall be afforded the same rights and protections afforded the Co-Trustee under the Indenture, including, without limitation, those set forth in Article VIII thereof.

(l) The Escrow Agent shall not be liable for any action or omission of the Authority under this Agreement, the Indenture or otherwise.

(m) No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder or in the exercise of its rights or powers.

SECTION 9. Sufficiency of Escrow. The Authority agrees that if for any reason the investments and other moneys in any account of the Escrow Fund are insufficient or otherwise unavailable to pay timely principal of, premium, if any, and interest on, the Refunded Bonds, the Authority shall continue to be liable therefor in accordance with the terms of the Refunded Bonds and the Indenture. The Escrow Agent shall in no manner be responsible for the Authority's failure to make any deposit to cure any deficiency.

SECTION 10. Records and Reports. The Escrow Agent will keep books of record and account in which correct entries shall be made of all transactions made by it relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof. Such books shall be available for inspection at reasonable hours and under reasonable conditions upon reasonable prior notice by the Authority and the owners of the Refunded Bonds.

SECTION 11. Successor Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (so long as such company meets the requirements set forth below), shall be the successor Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent may resign by notifying the Authority in writing at least 30 days before the effective date of such resignation. The Authority may remove the Escrow Agent and appoint a successor Escrow Agent by notifying the Escrow Agent in writing. No such resignation or removal shall be effective until a successor Escrow Agent meeting the requirements set forth in the next paragraph has delivered an acceptance to the Authority and the Escrow Agent of (a) its appointment and (b) the cash and securities held under the terms of this Escrow Agreement. If the Authority does not appoint a successor Escrow Agent, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent.

Any Escrow Agent appointed under the provisions of this Section in succession to the Escrow Agent shall be a trust company or bank having the powers of a trust company doing business which has a combined capital and surplus of at least seventy-five million dollars (\$75,000,000), and is subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this paragraph the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Escrow Agent shall cease to be eligible in accordance with the

provisions of this paragraph, the Escrow Agent shall resign immediately in the manner and with the effect specified in this Section.

SECTION 12. Termination. This Escrow Agreement shall terminate when all payments required to be made by the Escrow Agent under the provisions of Section 5 hereof shall have been made and any moneys and investments remaining in the Escrow Fund at the time of such termination shall have been transferred to the Authority and the Escrow Agent has provided a final account statement to the Authority.

SECTION 13. Tax Status of Interest on Bonds. The Authority covenants and agrees for the benefit of the holders of the Refunded Bonds that it will not perform or permit to be performed anything or any act in such manner as would cause interest on the Refunded Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code").

SECTION 14. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

SECTION 15. Successors and Assigns. All of the covenants and agreements in this Escrow Agreement contained to be performed by or on behalf of the Authority or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 16. Compensation of Escrow Agent. For acting under the Escrow Agreement, the Escrow Agent shall be entitled to payment of fees for its services and reimbursement of reasonable disbursements and advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Escrow Agent in connection with its services under this Escrow Agreement in accordance with the Escrow Agent's fee schedule as agreed to with the Authority; provided, however, that such amount shall never be deducted or payable from, or constitute a lien or charge against or upon the Escrow Fund.

SECTION 17. Governing Law. This Escrow Agreement shall be governed by the applicable laws of Guam; provided, however, that the administration of the trusts and duties imposed upon the Escrow Agent by the Escrow Agreement and the rights, duties and obligations of the Escrow Agent hereunder shall be governed by, and construed in accordance with the laws of the jurisdiction in which the Escrow Agent has its corporate trust office.

SECTION 18. Business Day. Whenever under the terms of this Escrow Agreement the performance date of any act to be done hereunder shall fall on a day which is a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, the performance thereof on the next succeeding day which is not a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close shall be deemed to be in full compliance with this Escrow Agreement.

SECTION 19. Headings. Any headings preceding the text of the several Sections hereof, and any table of contents appended to copies hereof, are for convenience of

reference only and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

SECTION 20. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be one original and all of which shall together constitute but one and the same instrument.

SECTION 21. Amendment. The parties hereto may, without the consent of or notice to the holders of the Refunded Bonds, enter into such amendments to this Escrow Agreement that shall not adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;
- (b) to grant to, or confer upon the Escrow Agent, for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon the Escrow Agent;
- (c) to subject to this Escrow Agreement additional funds, revenues, securities or properties;
- (d) to conform this Escrow Agreement to the provisions of any law or regulation governing the exclusion from gross income of interest on the Refunded Bonds or the Refunding Bonds for federal income tax purposes in order to maintain their such exclusion; and
- (e) to make any other change determined by the Authority to be not materially adverse to the holders of the unpaid Refunded Bonds. In making such determination, the Authority and the Escrow Agent may rely on the opinion of legal counsel.

Notwithstanding anything to the contrary herein, there shall be no amendment of this Escrow Agreement in any way relating to or otherwise affecting the Insured 2013 Bonds or the Escrow Fund without first giving notice to and obtaining the prior written consent of the 2013 Bond Insurer (as such term is defined in the Indenture). For purposes hereof, notices to the 2013 Bond Insurer shall be provided to: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. 215778-N, Email: munidisclosure@agltd.com; Telephone: (212) 974-0100, Telecopier: (212) 339-3556.

SECTION 22. Miscellaneous. At the request of the Escrow Agent, the Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Escrow Agent will provide to the Authority periodic cash transaction statements that shall include detailed information for all investment transactions made by the Escrow Agent under this Escrow Agreement.

IN WITNESS WHEREOF, the A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

A.B. WON PAT INTERNATIONAL
AIRPORT AUTHORITY, GUAM

By _____
Authorized Officer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Escrow
Agent

By _____
Authorized Officer

[Signature page – Escrow Agreement 2013C Refunding of 2023]

SCHEDULE I—Required Payments

(Attach Exhibit ____ from final Verification Report)

SCHEDULE II—Escrowed Securities
(Attach Exhibit __ of final Verification Report)

APPENDIX A

Form of Notice of Redemption

NOTICE OF REDEMPTION OF

A.B. WON PAT INTERNATIONAL AIRPORT AUTHORITY, GUAM
General Revenue Bonds, 2013 Series C
BASE CUSIP: 40064R

NOTICE is hereby given to the owners of the above-captioned Guam International Airport Authority General Revenue Bonds, 2013 Series C (the “Bonds”) that the A.B. Won Pat International Airport Authority, Guam (the “Authority”) is exercising its option to redeem such Bonds on October 1, 2023 (the “Redemption Date”). From and after the Redemption Date, interest on the Bonds will cease to accrue.

The Bonds shall become due and payable on the Redemption Date, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the Redemption Date, upon presentation and surrender, with a written instrument of transfer duly executed by the registered owner thereof or by such registered owner’s attorney duly authorized in writing, at the following address:

<u>If by Mail: (Registered Bonds)</u>	<u>If by Mail: (Bearer Bonds)</u>	<u>If by Hand or Overnight Mail:</u>
U.S. Bank Trust Company, National Association Corporate Trust Services P. O. Box 64111 St. Paul, MN 55164-0111	U.S. Bank Trust Company, National Association Corporate Trust Services P. O. Box 64111 St. Paul, MN 55164-0111	U.S. Bank Trust Company, National Association 180 East Fifth Street 4th Floor - Bond Drop Window St. Paul, MN 55101

The Bonds to be redeemed mature on the date, are in the principal amount, and bear the CUSIP number, as set forth below:

<u>Series</u>	<u>Maturity Date (October 1)</u>	<u>Date of Issue</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number (Base: 40064R)</u>
2013 Series C		September 12, 2013			
2013 Series C		September 12, 2013			
2013 Series C		September 12, 2013			
2013 Series C		September 12, 2013			

The CUSIP numbers referenced herein are provided solely for convenience of reference. Neither the Authority nor the Co-Trustee takes any responsibility for the accuracy of the CUSIP numbers.

Dated this [] day of [], 2023.

By U.S. Bank Trust Company, National
Association,
as Co-Trustee

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

July 26, 2022

AIRLINE UPDATES

Passenger Flight Network – August 2022

 HNL - Daily NRT - 3x Daily SPN - 8x weekly MNL - Daily KIX - 3x weekly NGO - 2x weekly ROR - 4x weekly TKK - 2x weekly PNI - 1 x weekly YAP - 2x monthly	 ICN - 2x Daily  ICN - Daily PUS - Daily  ICN - 2x Daily	 MNL - Daily  ICN - 4x weekly  PUS - 2x weekly	 JAPAN AIRLINES NRT- 2x Weekly NRT Charters: Aug 13 & 15 <i>We look forward to the return of:</i>  CHINA AIRLINES	 ICN - Daily  TPE Charters: Aug 15 & 19
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Air Services Increases:

- United resumes 2x weekly service from Nagoya – August 1 is first flight
- JAL resumption of services from Narita- 2x weekly in August and 2 charter ops
- Starlux Airlines will operate charter services from Taipei on August 15 and 19
- Air Seoul doubles services from daily in July to 2x daily in August
- Jeju increases from 9x weekly to 14 weekly flights from Incheon

	Dec 2019	April 2022	May 2022	June 2022	July 2022	Eff. July 20	August 2022
Weekly flights	255	51	59	70	92	104	221
Weekly Seat Capacity	52,216	9,833	12,174	14,453	18,730	2,1482	41,728
# of Destinations Served	17	9	10	10	11	11	13
# of Airlines Operating	10	7	8	8	8	8	9
Monthly Enplaned Passengers	174,037	29,291	39,216				

REGULATORY UPDATES

FAA UDO Review

The monthly FAA UDO meeting will be held on July 28, 2022 to brief and discuss with the ADO the various CIP projects and funding

FINANCE

FY2023 Budget

GIAA met with Signatory Airlines to discuss the proposed Fiscal Year 2023 Budget. The FY 2023 Budget will be presented at the August board meeting and new airport tariff schedule published on or before September 1, 2022, to meet the 30-day notice requirements.

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

July 26, 2022

Credit Rating Presentation(s)

GIAA Board and Management representatives delivered a credit rating presentation to Moodys Investor Services on July 20, 2022 for bond refunding. Rating is expected to be received by end of July 29, 2022.

PASSENGER SERVICES:

The National Tourism and Trade Office under the US Department of Commerce issued its 1st quarter FY 2022 of airport attributes. See below ratings given to Guam based on surveys provided to outbound International travelers.

NTTO-SIAT Q27. Airport Rating Attributes
GUM - Agana, Guam
1st Quarter 2022

	Excellent	Good	Average	Below Average	Poor	Did Not Use	Total	Mean Rating*
Q27. Airport Rating Attributes								
A. Airport Terminal Cleanliness	43	37	16	2	1		99	4.2
B. Airport Terminal Signage	36	32	25	2	1		96	4.0
C. Business Center/Wireless Availability	21	19	22	6	2	18	88	3.7
D. Concession Prices	13	19	33	10	3	15	93	3.4
E. Ease of Transit through Airport	30	24	24	3	1	9	91	4.0
F. Ground Transportation	20	16	23	4	1	28	92	3.8
G. Retail Goods/Services/Duty Free	18	17	28	10	3	19	95	3.5
H. Security Measures	35	35	21	1	3	2	94	4.1
I. Terminal Seating Availability	34	39	18	3	3	1	95	4.1
J. Overall Airport Evaluation	29	43	21	1	2	1	96	4.0
Number of Respondents							106	

* Mean excludes "did not use."

Produced by CIC Research, Inc. on July 7, 2022

PROCUREMENT

Invitation for Bid (IFB) No. GIAA-003-FY22, Purchase and Delivery of Luggage Carts and Motorized Cart Mover/Retriever

Announced: Thursday, July 14, 2022
 Pre-bid conference: July 20, 2022 @10am
 Deadline for Receipt of Written Questions: July 25, 2022 @5pm
 Bid Submission Deadline: August 4, 2022 @ 2pm

Request for Proposal (RFP) No. RFP-002-FY22, Architectural/Engineering Services for Terminal Building Roof Replacement Design

Announced: Wednesday, July 20, 2022
 Deadline for Receipt of Written Questions: July 29, 2022 @5pm
 Bid Submission Deadline: August 19, 2022 @ 2pm

ANNOUNCEMENTS:

EXECUTIVE MANAGER'S REPORT

GIAA BOARD OF DIRECTORS MEETING

July 26, 2022

- Ribbon Cutting for the new ARFF Building is scheduled for August 12, 2022 @ 11am. Please join us as we commemorate this important milestone in our state-of-the-art facility, replacing the over 50-year old crash barn on the south ramp. FAA representatives from the Western Pacific Airports District Office are confirmed to attend and participate in this event, funded by \$26M in FAA grants.
- 32 Summer Interns successfully completed their 6-week internship at GIAA with oral and video presentations and slide decks as part of their completion ceremony held on July 25, 2022. Presentations summarized their work experience in their respective divisions and their opportunities and challenges encountered during their internship(s). We wish our future leaders well as they prepare for school opening in August.
- A "Dangkulu Na Si ' Yu'us Ma'ase to all employees who worked diligently to construct and finalize our float entry in the 2022 Liberation Parade. The airport's float depicted Chamoru laborers who built the Tiyan Runway during WWII and morphs into its current state as a world class, fully certified runway that connects Guam to the rest of the world. The float design aligned perfectly with this year's theme of "the strength to overcome, the faith to persevere! Additionally, much thanks and appreciation to the GIAAEO who sponsored the hospitality tent for all GIAA employees and their families.
- GIAA Employees and Interns, and our airline partners took part in the Liberation Island Beautification Clean-up held on July 16, 2022. Thank you to all who participated in picking up debris and waste along Route 10A and Maga'haga Highway in Tiyan.